

## **Tentative Agreement**

September 1, 2004

Page 1 of 4

### **ARTICLE \_\_\_\_\_**

#### **CLASSIFICATION**

##### **X.1 Classification Plan Revisions**

A. The Employer will provide to the Union, in writing, any proposed changes to the classification plan including descriptions for newly created classifications. The parties may then meet to discuss the assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges.

B. The Employer will allocate or reallocate positions, including newly created positions, to the appropriate classification within the classification plan.

##### **X.2 Position Review**

An individual nurse who believes that his or her position is improperly classified may request a review according to the following procedure:

A. The nurse and/or the nurse's immediate supervisor will complete and sign the appropriate form.

B. The supervisor will then send the completed form to the local Human Resources Office. The local Human Resources Office will review the completed form and make a decision regarding appropriate classification.

C. In the event the nurse disagrees with the reallocation decision of the agency, he or she may appeal the agency's decision to the Director of the Department of Personnel within twenty-one (21) calendar days of being provided the results of a position review or the notice of reallocation. The Director of the Department of Personnel will then make a written determination that will be provided to the nurse.

D. The nurse may appeal the determination of the Director of the Department of Personnel to the Personnel Appeals Board through December 31, 2005 and to the Washington Personnel Resources Board after December 31, 2005 within twenty-one (21) calendar days of being provided the written decision of the Director of the

## **Tentative Agreement**

September 1, 2004

Page 2 of 4

Department of Personnel. The appropriate board will render a decision which will be final and binding.

E. The effective date of a reallocation resulting from a nurse request for a position review is the date the request was filed with the local Human Resources Office.

### **X.3 Effect of Reallocation:**

#### **A. Reallocation to a Class With a Higher Salary Range Maximum**

1. If the nurse has performed the higher level duties for at least twelve (12) months and has the skills and abilities required of the position, the nurse will remain in the position and retain his or her existing appointment status.

2. If the reallocation is the result of a change in the duties of the position and the nurse has not performed the higher level duties for at least twelve (12) months, the position will be filled in accordance with Article X.1, Hiring and Appointments. If the incumbent nurse is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article X of this Agreement will apply. If the incumbent nurse is appointed to the position, he or she must serve a trial service period.

#### **B. Reallocation to a Class with an Equal Salary Range Maximum**

1. If the nurse has the skills and abilities required of the position, the nurse will remain in the position and retain his or her existing appointment status.

2. If the nurse does not have the skills and abilities required of the position, the layoff procedure specified in Article X, Layoff and Recall of this Agreement will apply.

## **Tentative Agreement**

September 1, 2004

Page 3 of 4

### **C. Reallocation to a Class with a Lower Salary Range Maximum**

1. If the nurse has the skills and abilities required of the position and chooses to remain in the reallocated position, the nurse will retain his or her existing appointment status and has the right to be placed on the agency's internal layoff list for the classification occupied prior to the reallocation.
2. If the nurse chooses to vacate the position or does not have the skills and abilities required of the position, the layoff procedure specified in Article X, Layoff and Recall of this Agreement will apply.

### **X.4 Salary Impact of Reallocation**

A nurse whose position is reallocated will have his or her salary determined as follows:

#### **A. Reallocation to a Class With a Higher Salary Range Maximum**

Upon appointment to the higher class, the nurse's base salary will be increased to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.

#### **B. Reallocation to a Class With an Equal Salary Range Maximum**

The nurse retains his or her previous base salary.

#### **C. Reallocation to a Class With a Lower Salary Range Maximum**

The nurse will be paid an amount equal to his or her current salary provided it is within the salary range of the new position. If the nurse's current salary exceeds the maximum amount of the salary range for the new position, the nurse will be compensated at the maximum salary of the new salary range.

### **X.5 Decisions regarding appropriate classification will not be subject to the grievance procedure specified in Article X of this Agreement.**

**Tentative Agreement**

September 1, 2004

Page 4 of 4

1  
2  
3  
4  
5  
6  
7  
8

For the Union:

For the Employer:

---

---

## **Tentative Agreement**

September 22, 2004

Page 1 of 10

### **ARTICLE \_\_\_\_\_**

#### **COMPENSATION**

##### **X.1 “N” Pay Range Assignments**

- A. Effective July 1, 2005, each classification represented by the Union will continue to be assigned to the same salary range of the “N Range Salary Schedule – Effective July 1, 2002” as it was assigned on June 30, 2005. Effective July 1, 2005, each nurse will continue to be assigned to the same range and step of the “N” Range Salary Schedule that he or she was assigned on June 30, 2005.
- B. Effective July 1, 2005, all salary ranges and steps of the “N” Range Salary Schedule will be increased by 3.2%, as shown in Compensation Appendix A, attached.
- C. Effective July 1, 2005, all nurses with eighteen (18) years experience will progress to step S of the “N” Range Salary Schedule as shown in Compensation Appendix A, attached.
- D. Effective July 1, 2005, step T will be added to the “N” Range Salary Schedule. The new step will be 2.5% above the preceding step as shown in Compensation Appendix A, attached. All nurses with twenty (20) years or more of experience will progress to step T.
- E. Effective July 1, 2006, all salary ranges and steps of the “N” Range Salary Schedule which will become effective on July 1, 2005 will be increased by 1.6% as shown in Compensation Appendix B, attached. This “N” Range Salary Schedule will remain in effect for twelve (12) months ending on June 30, 2007.
- F. Nurses who are paid above the maximum for their range on the effective dates of the increases described in B, C, D and E above will not receive the specified

## **Tentative Agreement**

September 22, 2004

Page 2 of 10

increase to their current pay unless the new range encompasses their current rate of pay.

### **X.2 Pay for Performing the Duties of a Higher Classification**

A. Nurses who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher level classification whose range is less than six (6) ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class, which is nearest to five percent (5%) higher than the amount of the pre-promotional step.

B. Nurses who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher level classification whose range is six (6) or more ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class, which is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

### **X.3 Establishing Salaries for New Nurses**

A. The salary of nurses in classes requiring licensure as a registered nurse will be governed by the "N" Range Salary Schedule.

1. A nurse's experience as a registered nurse (RN) and/or licensed practical nurse (LPN), calculated as follows, will determine the placement of a nurse on the proper step within an "N" range:

a. RN experience will be credited year for year.

b. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN experience, for a maximum credit of five (5) years.

### **X.4 Periodic Increases**

Nurses will receive periodic increases as follows:

## **Tentative Agreement**

September 22, 2004

Page 3 of 10

A. Nurses who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of six (6) months of service, and an additional two (2) step increase annually thereafter, until they reach step K. After a nurse reaches step K, he or she will receive a one (1) step increase based on years of experience up to the maximum of the range.

B. Nurses who are hired above the minimum step of the salary range will receive a two (2) step increase annually, on their hire date, until they reach step K. After a nurse reaches step K, he or she will receive a one (1) step increase based on years of experience up to the maximum of the range.

### **X.5 Salary Assignment Upon Promotion**

#### **A. Promotions for Registered Nurses**

1. Promotional increases for classes requiring licensure as a registered nurse ("N" ranges) are calculated in the manner described below.

2. A nurse who is promoted into or between classes, which have pay range "N" will advance to the step in the new range, as shown in the "N" Range Salary Schedule, as described in X.1, which represents the greater of (a), (b) or (c) below.

a. Placement on the step which coincides with the nurse's total length of experience as a registered nurse (RN) and/or licensed practical nurse (LPN). Experience will be credited as follows:

1. RN experience will be credited year for year.

2. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN experience, for a maximum credit of five (5) years.

**Or**

## **Tentative Agreement**

September 22, 2004

Page 4 of 10

- b. Placement on the step of the new range, which is nearest to a minimum of five percent (5%) higher than the amount of the pre-promotional step. The appointing authority may authorize more than a five percent (5%) increase, but the amount must be on a step within the salary range for the class.

**Or**

- c. The appointing authority will advance an nurse who is promoted under any one or more of the following conditions to the step of the range for the new class, which is nearest to a minimum of ten percent (10%) higher than the amount of the pre-promotional step. The appointing authority may authorize more than a ten percent 10% increase, but the amount must be on a step within the salary range for the class.

1. When the nurse is promoted to a class whose base range is six (6) or more ranges higher than the base range of the nurse's former class.

2. When the nurse is promoted over an intervening class in the same class series.

3. When the nurse is promoted from one (1) class series to a higher class in a different series and over an intervening class in the new series, which would have represented a promotion.

4. When an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work.

### **X.6 Demotion**

A nurse who voluntarily demotes to another position with a lower salary range maximum will be placed in the new range at a salary equal to his or her previous base salary. If the previous base salary exceeds the new range, the nurse's base salary will be set equal to the new range maximum.



## **Tentative Agreement**

September 22, 2004

Page 5 of 10

### **X.7 Transfer**

A transfer is defined as a nurse-initiated move of a nurse from a position to another position within or between agencies in the same class or a different class with the same salary range maximum. Transferred nurses will retain their current base salary.

### **X.8 Reassignment**

Reassignment is defined as an agency-initiated move of a nurse within the agency from one position to another in the same class or a different class with the same salary range maximum. Upon reassignment, a nurse retains his or her current base salary.

### **X.9 Reversion**

Reversion is defined as voluntary or involuntary movement of a nurse during the trial service period to the class the nurse most recently held permanent status in, to a class in the same or lower salary range, or separation placement onto the employer's internal layoff list. Upon reversion, the base salary the nurse was receiving prior to promotion will be reinstated.

### **X.10 Elevation**

Elevation is defined as restoring a nurse to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the nurse was demoted. Upon elevation, a nurse's salary will be determined in the same manner that is provided for promotion in Sub-section X.5, above.

### **X.11 Part-Time Employment**

Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment. In the alternative, part-time nurses may be paid the appropriate hourly rate for all hours worked.

## **Tentative Agreement**

September 22, 2004

Page 6 of 10

### **X.12 Callback**

#### **A. Work Preceding or Following a Scheduled Work Shift**

Overtime-eligible shift nurses will be notified prior to their scheduled quitting time either to return to work after departing the worksite or to change the starting time of their next scheduled work shift.

1. Lack of such notice for such work will be considered callback and will result in a penalty of three (3) hours of pay at the basic salary in addition to all other compensation due. This penalty will apply to each call.

2. The Employer may cancel a callback notification to work extra hours at any time but cancellation will not waive the penalty cited in this Sub-section.

#### **B. Work on Scheduled Days Off or Holidays**

The Employer may assign nurses to work on a day off or holiday. Overtime eligible nurses will be notified of such assignments at least prior to the nurses' normal quitting times on their second workday preceding the day off or holiday (except Sunday when it is within the assigned work shift).

1. If the Employer does not give such notice, affected nurses will receive a penalty payment of three (3) hours pay at the basic salary in addition to all other compensation due them.

2. The Employer may cancel work assigned on a day off or holiday. However, if the Employer does not notify affected nurses of such cancellation at least prior to their normal quitting times on their second

## **Tentative Agreement**

September 22, 2004

Page 7 of 10

work day preceding the day off or holiday work assignment, affected employees will receive a penalty payment of three (3) hours pay at the basic salary.

These provisions will apply to nurses on paid leave status.

### **X.13 Shift Premium for Registered Nurses and Related Classes**

Registered nurses 1-3 and related job classes requiring licensure as a registered nurse, licensed practical nurse 1-3, mental health licensed practical nurse 2-4, and psychiatric security nurse will receive \$1.50 an hour shift differential for evening shift and night shift work.

### **X.14 Supplemental Shift Premium for Nurses**

For the classes of registered nurse 1-3 and related job classes requiring licensure as a registered nurse, supplemental shift premium will be paid in the amounts and under the conditions described below. Nurses may qualify for one or both of these supplemental shift premiums.

A. \$1.00 an hour during any hours assigned to work or while on paid leave from 11:00 p.m. until 7:00 a.m.

B. \$3.00 an hour during any hours worked or while on paid leave from Friday midnight to Sunday midnight.

C. Supplemental shift premiums are payable regardless of employment status and/or whether the work was prescheduled.

D. Supplemental shift premiums are not payable during hours other than those specified.

## **Tentative Agreement**

September 22, 2004

Page 8 of 10

### **X.15 Standby**

A. An overtime-eligible nurse is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:

1. The nurse is required to be present at a specified location or is immediately available to be contacted. The location may be the nurse's home or other specific location, but not a work site away from home. When the standby location is the nurse's home, and the home is on the same state property where the nurse works, the home is not considered a work site.
2. The agency requires the nurse to be prepared to report immediately for work if the need arises, although the need might not arise.

B. Standby status will not be concurrent with work time.

C. When the nature of a work assignment confines a nurse during off duty hours and that confinement is a normal condition of work in the nurse's position, standby compensation is not required merely because the nurse is confined.

D. Nurses on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.

E. Nurses dispatched to emergency fire duty as defined by RCW 38.52.010 are not eligible for standby pay.

### **X.16 Relocation Compensation**

A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions:

1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or

## **Tentative Agreement**

September 22, 2004

Page 9 of 10

2. It is necessary to successfully recruit or retain a qualified candidate or nurse who will have to make a domiciliary move in order to accept the position.

B. If the nurse receiving the relocation payment terminates or causes termination of his or her employment with the state within one year of the date of employment, the state will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due the nurse. Termination as a result of layoff, or disability separation will not require the nurse to repay the relocation compensation.

### **X.17 Salary Overpayment Recovery**

A. When an agency has determined that an nurse has been overpaid wages, the agency will provide written notice to the nurse which will include the following items:

1. The amount of the over payment
2. The basis for the claim
3. The rights of the nurse under the terms of this Agreement.

#### **B. Method of Payback**

The nurse has the following options for paying back the overpayment:

1. Voluntary wage deduction
2. Cash
3. Check

The nurse will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made.

#### **C. Appeal Rights**

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the Grievance Procedure, Article X, of this Agreement.

**Tentative Agreement**

September 22, 2004

Page 10 of 10

**X.18 Dependent Care Salary Reduction Plan**

The Employer agrees to maintain the current dependent care salary reduction plan that allows eligible employees, covered by this Agreement, the option to participate in dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by Federal tax law or regulation.

**X.19 Pretax Health Care Premiums**

The Employer agrees to provide eligible employees with the option to pay for the employee portion of health premiums on a pretax basis as permitted by Federal tax law or regulation.

**X.20 Medical/Dental Expense Account**

Effective January 2006, the Employer agrees to allow insurance eligible employees, covered by the Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pretax basis as permitted by Federal tax law or regulation.

For the Union:

For the Employer:

**Compensation Appendix A**  
**Placeholder**

WASHINGTON STATE DEPARTMENT OF PERSONNEL

Proposed "N" Range Salary Schedule

Effective July 1, 2005

(This salary schedule will reflect increases specified in X.1 B and C)

**Compensation Appendix B**  
**Placeholder**

WASHINGTON STATE DEPARTMENT OF PERSONNEL

Proposed "N" Range Salary Schedule

Effective July 1, 2006

(This salary schedule will reflect increases specified in X.1 D)



**Tentative Agreement**

September 14, 2004

Page 1 of 1

**ARTICLE \_\_\_\_\_**

**CONTRACTING**

~~The Employer will determine which agency services will be subject to competitive contracting and which services will be implemented in accordance with RCW 41.06.142, Department of General Administration Chapter 236-51 WAC, and Department of Personnel WAC 357-XX-XXX.~~

For the Union:

For the Employer:

## **Tentative Agreement**

August 11, 2004

Page 1 of 2

### **ARTICLE \_\_\_\_\_**

#### **DISCIPLINE**

X.1 The Employer will not discipline any permanent employee without just cause.

X.2 Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges.

X.3 All agency policies regarding investigatory procedures related to alleged staff misconduct are superseded. The Employer has the authority to determine the method of conducting investigations.

X.4 A. Upon request, the nurse has the right to a union representative at an investigatory interview called by the Employer, if the nurse reasonably believes discipline could result. In the event the Employer calls a nurse to an investigatory interview, potentially leading to discipline, the Employer will advise the nurse of the nature of the meeting. The Employer will then give the nurse an opportunity to call for a union representative, if requested. A nurse may also have a union representative at a pre-disciplinary meeting, if held. If the requested representative is not reasonably available, the nurse will select another representative who is available. Nurses seeking representation are responsible for contacting their representative.

B. The role of the representative is to provide assistance and counsel to the nurse and cooperate with the investigation. The parties recognize the Employer's right and authority to conduct the investigation.

X.5 Prior to imposing discipline, except oral and written reprimands, the Employer will inform the nurse of the reasons for the contemplated discipline and an explanation of the evidence. The nurse will be provided an opportunity to respond.

## **Tentative Agreement**

August 11, 2004

Page 2 of 2

X.6 The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article X. Oral reprimands, however, may be processed only through the agency head step of the grievance procedure.

For the Union:

For the Employer:

---

---

**Tentative Agreement**

September 22, 2004

Page 1 of 1

**ARTICLE \_\_\_\_\_**

**DRUG AND ALCOHOL FREE WORKPLACE**

X.1 In accordance with the Governor's Executive Order, #EO 92-01, which establishes a statewide policy on a drug free workplace, all nurses must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs.

X.2 Nurses may not use or possess alcohol in state vehicles, on agency premises, or other governmental or private worksites where nurses are assigned to conduct official state business.

X.3 The unlawful use, possession, delivery, dispensation, distribution, manufacture or sale of drugs in state vehicles, on agency premises, or while on official business is prohibited.

X.4 The Departments of Social and Health Services and Health have the right to develop and implement a policy on a drug and alcohol-free workplace. Such policy will not include random or periodic testing of nurses, except as a condition of a return-to-work agreement. Neither the development nor the implementation of this policy will be subject to Article X, Mandatory Subjects, of this Agreement.

For the Union:

For the Employer:

\_\_\_\_\_

\_\_\_\_\_

**Tentative Agreement**

August 26, 2004

Page 1 of 3

**ARTICLE \_\_\_\_\_**

**DUES DEDUCTION**

**X.1 Agency Shop**

In accordance with RCW 41.80.100, the bargaining units described in Appendix A, entitled "Bargaining Units Represented by the Service Employees International Union, District 1199 NW, AFL-CIO", shall continue to have an agency shop provision. All nurses covered by this Agreement shall, as a condition of their employment, either become members of the Union and pay membership dues or, as non-members, pay a fee as described in A, B, and C below no later than the 30<sup>th</sup> day following the beginning of employment.

A. Nurses who choose not to become union members must pay to the Union an agency shop fee equal to the amount required to be a member in good standing of the Union.

B. A nurse who does not join the Union based on bona fide religious tenets, or teachings of a church or religious body of which they are a member, shall make payments to the Union that are equal to its membership dues, less monthly union insurance premiums, if any. These payments will be used for purposes within the program of the Union that are in harmony with the nurse's conscience. Such nurses will not be members of the Union, but are entitled to all of the representational rights of union members.

C. The Union shall establish a procedure that any nurse who makes a request may pay a representation fee equal to a pro rata share of collective bargaining expenses, rather than the full membership fee.

D. The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive recognition and that an agency shop exists as a condition of employment. The

## **Tentative Agreement**

August 26, 2004

Page 2 of 3

Employer shall furnish employees appointed into bargaining unit positions with a dues authorization form.

E. If a nurse fails to meet the conditions outlined above, the Union will notify the Employer and inform the nurse that his or her employment may be terminated.

F. When a nurse provides written authorization to the Employer, the Union has the right to have deducted from the nurse's salary, an amount equal to the fees or dues required to be a member of the Union.

### **X.2 Dues Cancellation**

A nurse may cancel his or her payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice. However, the cancellation may cause the nurse to be terminated, subject to Section X.1.E, above.

### **X.3 Indemnification**

The Employer shall be held harmless by the Union and nurses for compliance with this Article and any issues related to the deduction of dues and fees.

### **X.4 Employee Status Report**

A. On a quarterly basis, the Employer will provide to the Union a list of all nurses in the bargaining units. The written list shall contain the agency code, nurse's name, nurse identification number, mailing address, job classification, facility, work unit, FTE status, and bargaining unit code.

B. On a monthly basis, the Employer will provide the Union with a list of all nurses who have been appointed to, separated from, or promoted out of the bargaining units. The written list will contain the agency code, nurse's name, nurse identification number, mailing address, job classification, facility, work unit, FTE status, bargaining unit code and effective date of the action.

**Tentative Agreement**

August 26, 2004

Page 3 of 3

1  
2  
3  
4  
5  
6  
7  
8  
9  
10

C. The Union shall maintain the confidentiality of all nurses' mailing addresses.

For the Union:

For the Employer:

\_\_\_\_\_

**Tentative Agreement**

July 1, 2004

Page 1 of 1

**ARTICLE \_\_\_\_\_**

**DURATION**

X.1 All provisions of this Agreement will become effective July 1, 2005, and will remain in full force and effect through June 30, 2007.

X.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2006 and no later than January 31, 2006. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

For The Union:

For The Employer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date



**Tentative Agreement**

September 2, 2004

Page 1 of 1

**ARTICLE \_\_\_\_\_**

**ENTIRE AGREEMENT**

X.1 This Agreement constitutes the entire agreement and any past practice or past agreement between the parties—whether written or oral—is null and void, unless specifically preserved in this Agreement.

X.2 With regard to WACs 356 and 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.

X.3 This Agreement supersedes specific provisions of agency policies with which it conflicts.

X.4 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and shall not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either of the parties at the time they negotiated this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties, in writing, at any time during its term.

For the Union:

For the Employer:

**Tentative Agreement**

September 2, 2004

Page 1 of 3

**ARTICLE \_\_\_\_\_**

**FAMILY AND MEDICAL LEAVE**

X.1 A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA), a nurse who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FMLA leave in a twelve (12) month period for any combination of the following:

1. Parental leave for the birth and to care for a newborn child or placement for adoption or foster care of a child and to care for that child; or
2. Personal medical leave due to the nurse's own serious health condition that requires the nurse's absence from work; or
3. Family medical leave to care for a spouse, son, daughter, or parent who suffers from a serious health condition that requires on-site care or supervision by the nurse.

B. Entitlement to FMLA leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.

C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, exchange time, personal holidays, compensatory time off, or shared leave.

X.2 The twelve (12) week FMLA leave entitlement is available to the nurse, provided that eligibility requirements listed in Section X.1 are met. The FMLA leave entitlement period will be a rolling twelve (12) month period measured forward from the date a nurse

## **Tentative Agreement**

September 2, 2004

Page 2 of 3

1 begins FMLA leave. Each time a nurse takes FMLA leave during the twelve (12) month  
2 period, the leave will be subtracted from the twelve (12) weeks of available leave.

3  
4 X.3 The Employer will continue the nurse's existing employer-paid health insurance benefits  
5 during the period of leave covered by FMLA. The nurse will be required to pay his or  
6 her share of health care premiums.

7  
8 X.4 The Employer has the authority to designate absences that meet the criteria of the FMLA.  
9 The use of any paid or unpaid leave (excluding compensatory time) for an FMLA-  
10 qualifying event will run concurrently with, not in addition to, the use of the FMLA for  
11 that event. Nurses will be required to exhaust all paid leave prior to using any leave  
12 without pay, except for FMLA leave for a work-related injury or illness. Leave for a  
13 work-related injury, covered by workers' compensation or assault benefits, will also run  
14 concurrently with the FMLA.

15  
16 X.5 A. Parental leave shall be granted to the nurse for the purpose of bonding with his or her  
17 natural newborn, adoptive or foster child. Parental leave may extend up to six  
18 months, including time covered by the FMLA, during the first year after the child's  
19 birth or placement. Leave beyond the period covered by the FMLA may only be  
20 denied by the Employer due to operational necessity. Such denial may be grieved in  
21 accordance with the grievance procedure in Article X.

22  
23 B. Parental leave may be a combination of the nurse's accrued vacation leave, sick leave  
24 for pregnancy disability or other qualifying events, personal holiday, compensatory  
25 time, or leave without pay.

26  
27 X.6 Serious health condition leave consistent with the requirements of the FMLA shall be  
28 granted to a nurse in order to care for a spouse, son, daughter, or parent who suffers from  
29 a serious medical condition that requires on-site care or supervision by the nurse.  
30 Personal medical leave consistent with the requirements of the FMLA shall be granted to  
31 a nurse for his or her own serious health condition that requires the nurse's absence from

## **Tentative Agreement**

September 2, 2004

Page 3 of 3

1 work. The Employer may require that such personal medical leave or serious health  
2 condition leave be supported by certification from the nurse's or family member's health  
3 care provider.

4  
5 X.7 Personal medical leave or serious health condition leave covered by the FMLA may be  
6 taken intermittently when certified as medically necessary.

7  
8 X.8 Upon returning to work after the nurse's own FMLA-qualifying illness, the nurse will be  
9 required to provide a fitness for duty certificate from a health care provider.

10  
11 X.9 The nurse shall provide the Employer with not less than thirty (30) days' notice before  
12 the FMLA leave is to begin. If the need for the leave is unforeseeable thirty (30) days in  
13 advance, then the nurse shall provide such notice when feasible.

14  
15 For the Union:

For the Employer:

16  
17  
18 \_\_\_\_\_

\_\_\_\_\_

**Tentative Agreement**

September 22, 2004

Page 1 of 1

1

2

**ARTICLE \_\_\_\_\_**

3

**FLOATING**

4

5 Nurses who float will be adequately oriented and have the appropriate basic skills for the  
6 units to which they float. Volunteers will be sought first when floating is necessary.

7 Nurses will be expected to perform all basic nursing functions but will not be required to  
8 perform tasks or procedures for which they are not qualified or trained to perform.

9

10 For the Union:

For the Employer:

11

12

13

\_\_\_\_\_

\_\_\_\_\_

## **Tentative Agreement**

August 31, 2004

Page 1 of 7

### **ARTICLE \_\_\_\_\_**

### **GRIEVANCE PROCEDURE**

#### **X.1 Terms and Requirements**

##### **A. Grievance Definition**

A grievance is an allegation by a nurse or a group of nurses that there has been a violation or misapplication of this Agreement, which occurred during the term of this Agreement. The term “grievant” as used in this Article includes the term “grievants.”

##### **B. Filing a Grievance**

Grievances may be filed by the Union on behalf of a nurse or on behalf of a group of nurses. If the Union does so, it will set forth the name of the nurse or the names of the group of nurses. Whenever possible, disputes should be resolved informally, at the lowest level. To that end, all supervisors and nurses are encouraged to engage in free and open discussions about disputes.

##### **C. Computation of Time**

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

##### **D. Failure to Meet Timelines**

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

## **Tentative Agreement**

August 31, 2004

Page 2 of 7

### **E. Contents**

The written grievance must include the following information or it will not be processed:

1. The date upon which the alleged violation occurred;
2. The specific article and section of the Agreement violated and a description of the facts upon which the grievance is based;
3. The specific remedy requested;
4. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion; and
5. The name(s) and signature(s) of the grievant(s) and the union delegate and/or union representative presenting the grievance.

### **F. Modifications**

No newly alleged violations and/or remedies may be added after the initial written grievance is filed, except by written mutual agreement.

### **G. Resolution**

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

### **H. Withdrawal**

A grievance may be withdrawn at any time.

### **I. Resubmission**

If terminated, resolved or withdrawn, a grievance cannot be resubmitted on the same issue based on the same facts.

## **Tentative Agreement**

August 31, 2004

Page 3 of 7

### **J. Meeting Attendance and Compensation**

1. The Employer has discretion in scheduling Step 1 and 2 grievance meetings.

Union delegates will be provided a reasonable amount of time during their normal working hours to investigate and process grievances through the agency head level within the delegate's office or facility. Grievants and union delegates will not lose pay for attending informal resolution meetings, grievance meetings, alternative dispute resolution sessions, and arbitration hearings held during work time. Grievants and union delegates will not be paid for informal resolution meetings, grievance meetings, alternative dispute resolution sessions, and arbitration hearings held during their off-duty time.

2. Failure by the union delegate and/or union representative to attend and participate in any scheduled grievance meeting shall constitute waiver of the grievance.

### **K. Group Grievances**

The Union will notify Management if more than two (2) grievants will be attending a single grievance meeting.

### **L. Consolidation**

The Employer may consolidate grievances arising out of the same set of facts.

### **M. Alternative Resolution Methods**

Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. The parties will share any expenses and fees of alternative methods equally.

## **X.2 Filing and Processing**



## **Tentative Agreement**

August 31, 2004

Page 4 of 7

### **A. Filing**

A grievance must be filed within fifteen (15) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. This fifteen (15) day period will be used to attempt to informally resolve the dispute. Attempts at informal resolution shall, at a minimum, include discussions with a manager who has the authority to resolve the issue. The nurse, union delegate and/or representative shall indicate that the discussion relates to an issue of a potential grievance.

### **B. Processing**

#### **Step 1**

If an issue is not resolved informally, the Union may present a written grievance to the nurse's appointing authority, with a copy to the local Human Resources Office, within the fifteen (15) day period described above. The appointing authority or designee will meet in person or by telephone with a union delegate and/or union representative and the grievant within fifteen (15) days of receipt of the grievance, and will present a decision in writing to the Union within fifteen (15) days after the meeting. The Union shall present all known facts and issues at the Step 1 meeting.

#### **Step 2**

If the grievance is not resolved at Step 1, the Union may move it to the next step by filing it with the Office of the Secretary, with a copy to the agency's Labor Relations Manager, within fifteen (15) days of the Union's receipt of the Step 1 decision. The Secretary or designee will meet in person or by telephone with a union delegate and/or representative and the grievant within fifteen (15) days of receipt of the appeal, and will present a decision in writing to the Union within fifteen (15) days after the meeting.

## **Tentative Agreement**

August 31, 2004

Page 5 of 7

### Step 3

If the grievance is not resolved at Step 2, the Union may file a demand for arbitration (with a copy of the grievance and all responses attached). It will be filed with the Director of the OFM Labor Relations Office (OFM/LRO) and the agency's Labor Relation's Office within fifteen (15) days of receipt of the Step 2 decision. Within 15 days of the receipt of the arbitration demand, the OFM/LRO will either:

1. Schedule a pre-arbitration review meeting with the OFM/LRO Director or designee, an agency representative, and the Union's staff representative to review and attempt to settle the dispute. If the matter is not resolved in this pre-arbitration review, within 15 days of the meeting, the Union may file a demand to arbitrate the dispute with the Federal Mediation & Conciliation Services (FMCS). If the Employer prefers to use the American Arbitration Association (AAA), the Employer will pay the difference between the FMCS and AAA filing fee.

OR

2. Notify the Union in writing that no pre-arbitration review meeting will be scheduled. Within 15 days of receipt of this notice, the Union may file a demand to arbitrate the matter with the FMCS. If the Employer prefers to use AAA, as an alternative to FMCS, the Employer will pay the difference between the FMCS and AAA filing fee.

### **X.3 Arbitration**

#### **A. Selecting an Arbitrator**

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the arbitration organization.

#### **B. Authority of the Arbitrator**

1. The arbitrator will:

## **Tentative Agreement**

August 31, 2004

Page 6 of 7

- a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
- b. Be limited in his or her decision to the issue(s) set forth in the original written grievance, unless the parties agree to modify it;
- c. Not make any award that provides an employee with any benefit or compensation that is greater than would have resulted had there been no violation of this Agreement;
- d. Not have the authority to order the Employer to modify his or her staffing levels, program requirements or to direct staff to work overtime.

2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

### **C. Arbitration Costs**

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the parties.
2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.

## **Tentative Agreement**

August 31, 2004

Page 7 of 7

3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.

4. Each party is responsible for the costs of its attorneys, representatives, witnesses and all other costs related to the development and presentation of their case. Grievants and their witnesses will not be paid for preparation for, and travel to or from in arbitration hearings, but may use leave for such activities.

For the Union:

For the Employer:

---

---

**GROUND RULES**

The State of Washington ("Employer") and the SEIU District 1199 Northwest, Hospital and Health Care Employees Union AFL-CIO ("Union") agree to the following ground rules governing negotiations for the 2005 – 2007 collective bargaining agreement.

**TEAM STRUCTURE**

*Spokesperson and Number of Participants*

Negotiations will be conducted with one (1) chief spokesperson for each side, plus six (6) Employer team members and twenty-one (21) Union team members participating at the negotiations table. Additional paid staff representatives from the Union and staff of the Office of Financial Management (OFM) – Labor Relations Office may also participate in negotiations.

The chief spokesperson for the Employer will be Diane Leigh. The chief spokesperson for the Union will be Kim Ramsey. Each designated spokesperson shall have the authority to negotiate and enter into tentative agreements on behalf of his or her respective constituents. The team members for each party are listed on Attachment #1.

If either party finds it necessary to change the chief spokesperson, the other party shall be notified of the change in advance of the next scheduled session, or as soon as the change becomes known.

The parties agree to use constructive communication skills. Each team member will treat others with mutual respect and professionalism.

*Release Time*

The Employer shall approve paid release time for fourteen (14) of the union team members, as identified on Attachment #1, for the first eleven (11) days of formal negotiations who are scheduled to work on the day negotiations are being conducted.

## **Tentative Agreement**

June 16, 2004

Page 2 of 5

1 The Employer shall approve accrued compensatory time, vacation leave, or leave without  
2 pay for the remaining team members for all formal negotiation sessions, provided the  
3 absences do not result in additional expense to the Employer (such as bringing in relief  
4 staff or incurring overtime) and do not cause workload difficulties or coverage issues in  
5 their agencies. Per diem and all travel expense shall be paid by the Union for their team  
6 members. No overtime or compensatory time shall be incurred as a result of negotiations  
7 and/or travel to and from formal negotiations.

### Subject Matter Experts

8  
9  
10 Either party may invite subject matter experts to present information during formal  
11 negotiation sessions when pertinent topics are under negotiations. Subject matter experts  
12 invited by the Union to present information who are employees of the State will not be  
13 compensated by the State for their attendance at negotiations. The Employer may  
14 approve vacation leave, compensatory time or leave without pay in order for the  
15 employee to attend negotiations.

## **NEGOTIATION SESSIONS**

### Time and Place

16  
17  
18  
19  
20 Locations of sessions shall normally be in Olympia and shall consist of at least one (1)  
21 meeting room and one (1) caucus room. By written agreement, other locations outside of  
22 Olympia may be selected for sessions. The parties shall attempt to schedule the sessions  
23 in a location that is free of charge. If there is a charge for meeting rooms used for formal  
24 negotiations, the cost shall be equally shared by the parties.

25  
26 The first formal negotiation session between the parties shall be June 3, 2004 at the  
27 General Administration Building in Olympia, Washington. Additional sessions are  
28 scheduled for June 15 and 16, June 30 and July 1, July 13, July 27 and 28, and August  
29 24, 25 and 26, 2004.

30

## **Tentative Agreement**

June 16, 2004

Page 3 of 5

### Note Taking/Recording Devices

No audio or video recording devices shall be used during negotiating sessions and no verbatim record of the proceedings shall be kept. Each party is responsible for taking its own notes. Computers may be used for note taking.

### Confidentiality/Media Communication

The Spokespersons agree to notify each other a minimum of twenty-four (24) hours prior to any public disclosure or public discussion of the issues being negotiated. If either party initiates contact with the media after giving twenty-four (24) hours notice, the other party may respond without the required notice period. No initial proposals or counter proposals shall be placed on the parties' web sites. The parties may post general bargaining updates in their newsletters and bulletins. The parties are not precluded from generally communicating on their websites with their respective constituencies about the status of negotiations while they are taking place.

The media is prohibited from attending negotiation sessions. Only identified team members of either party, staff representatives from the Union and OFM Labor Relations Office and invited subject matter experts may attend formal negotiation sessions. By agreement, the parties may issue joint statements to the media about the status of negotiations.

### Caucuses

Either team's chief spokesperson may call a caucus at any time during negotiations. The parties will make a good faith effort to limit the length of their caucuses.

## **SUPPLEMENTAL AGREEMENTS**

Agreements that supplement the master agreement covering agency-specific issues will be completed and tentatively agreed to by the parties prior to the ratification processes. Such negotiations will be subject to these ground rules, however, the identity of the Chief

## **Tentative Agreement**

June 16, 2004

Page 4 of 5

Spokespersons, the number of participants, and the agency-specific subjects assigned to the supplemental bargaining will be agreed upon at the master agreement table.

Supplemental agreements will be included in or appended to the master collective bargaining agreement.

## **PROPOSAL PROCESSING**

### **Formatting of Proposals**

Proposals shall be submitted in writing, one and one-half (1 ½) spaced with page and line numbering and with no more than one (1) article per page. Subsequent proposals presented by either party shall be in legislative format that shows all changes from previous proposals, using strikeouts for deleted words and underlines for added words. Counter proposals shall have numbered pages, and shall include the date and time the document was produced. Adequate copies of all proposals, subsequent proposals, and other materials shall be submitted to each party's bargaining team. All proposals shall be provided in hard copy and on disk.

### **Exchange of Initial Proposals**

The Union shall submit its initial proposal to the Employer on June 15, 2004. The Employer shall submit its initial proposal to the Union on June 16, 2004.

### **Submission of New Subjects**

The cutoff date for submission of new non-economic subjects by either party shall be 9:00 a.m. on July 13, 2004. Thereafter, new subjects may only be submitted by agreement of the parties.

### **Request for Information**

All requests for information or data shall be transmitted, in writing, from one chief spokesperson to the other chief spokesperson.



**Tentative Agreement**

June 16, 2004

Page 5 of 5

1

2 *Tentative Agreements*

3 Contract articles that are tentatively agreed upon, will be initialed and dated by the chief  
4 spokesperson for each side. A copy of the article will be made for both parties. Unless  
5 the parties agree otherwise, tentative agreements cannot be reopened. All agreements  
6 reached are tentative and subject to final ratification of the contract.

7

8 The State is in the process of implementing a new SAP Human Resource Management  
9 System. The parties acknowledge that payroll related provisions of the master agreement  
10 are dependent upon the capacity, scope and budget of the new system. If it is determined  
11 by the Department of Personnel (consistent with the intent of RCW 41.80.906) the new  
12 SAP Human Resource Management System cannot support the implementation of the  
13 proposal by July 1, 2005, the parties will reopen that subject.

14

15 *Ratification*

16 When an agreement has been reached by the parties on all articles, the parties agree to  
17 support the agreed-upon proposal to their respective constituents and the legislature.  
18 Ratification is not completed until the Legislature has approved the fiscal terms of the  
19 agreement.

20

21 The Employer will produce the final written agreement. Each party prior to signing will  
22 review the agreement.

23

24 Changes and/or additions to these ground rules may be made by agreement of both  
25 parties in writing and signed by the parties.

26

27

28

29 Diane Leigh

Date

Kim Ramsey

Date

30 Chief Negotiator

Chief Negotiator

## **Tentative Agreement**

September 2, 2004

Page 1 of 6

### **ARTICLE \_\_\_\_\_**

#### **HIRING AND APPOINTMENTS**

##### **X.1 Filling Positions**

The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the specialized skills and abilities necessary to perform the duties of the specific position within a job classification. When filling positions with other than a non-permanent appointment, the Employer will ... (to be negotiated per RCW 41.80.20 (3)).

##### **X.2 Permanent Status**

A nurse will attain permanent status in a job classification upon his or her successful completion of a probationary, trial service or transition review period.

##### **X.3 Types of Appointment**

###### **A. Non-Permanent**

1. The Employer may make non-permanent appointments. A non-permanent appointee must have the qualifications and possess any of the specialized skills and abilities for the position. When the Employer converts a non-permanent appointment to a permanent appointment, the position will be filled in accordance with X.1 above. The nurse hired will serve a probationary or trial service period.
2. A nurse with permanent status may accept a non-permanent appointment. At least fourteen (14) calendar days prior to starting in the appointment, the nurse must notify his or her current appointing authority of the intent to accept a non-permanent appointment. Upon notification of the nurse's intent, to accept a non-permanent appointment outside of his or her facility or regional office, the nurse's permanent agency will notify the nurse, in writing, of any return rights to the agency and the duration of those return rights. At a minimum, the agency must provide the nurse access to the agency's internal layoff list. A nurse with

## **Tentative Agreement**

September 2, 2004

Page 2 of 6

permanent status, who accepts a non-permanent appointment within their facility or regional office, will retain return rights to their permanent position.

3. The Employer may end a non-permanent appointment at any time by giving one (1) working day's notice to the nurse. Non-permanent appointments normally will not exceed twenty-four (24) consecutive months in duration.

### **B. On-Call Employment**

The Employer may fill a position with an on-call appointment where the work is intermittent in nature, is sporadic and it does not fit a particular pattern. The Employer may end on-call employment at any time by giving one (1) working day's notice to the nurse.

### **C. Project Employment**

1. The Employer may appoint nurses into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration. The Employer will notify the nurses, in writing, of the expected ending date of the project employment.

2. Nurses who have entered into project employment without previously attaining permanent status will serve a probationary period. Nurses will gain permanent project status upon successful completion of their probationary period.

Nurses with permanent project status will serve a trial service period when they:

- a. promote to another job classification within the project; or
- b. transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.

## **Tentative Agreement**

September 2, 2004

Page 3 of 6

3. The Employer may consider project employees with permanent project status for transfer, voluntary demotion, or promotion to non-project positions. Nurses will serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position in a job classification that the nurses have not previously attained permanent status in.

4. When the Employer converts a project appointment into a permanent appointment, the position will be filled in accordance to X.1. The nurse hired will serve a probationary or trial service period in accordance with Section X.4, below.

5. The layoff and recall rights of project employees will be in accordance with the provisions in Article X, Layoff and Recall.

D. Appointment designations and Employer-initiated separations from appointments described in this Section are not subject to the grievance procedure in Article X.

### **X.4. Review Periods**

#### **A. Probationary Period**

1. Every part-time and full-time nurse, following his or her initial appointment to a permanent position, will serve a probationary period of six (6) consecutive months, unless separated prior to. Agencies may extend the probationary period for an individual nurse as long as the extension does not cause the total period to exceed twelve (12) months.

2. The Employer may separate a probationary nurse at any time during the probationary period, and such separation will not be subject to the grievance procedure in Article X.

3. The Employer will extend a nurse's probationary period, on a day-for-a-day basis, for any day(s) that the nurse is on leave without pay or shared leave, except for leave taken for military service.

## **Tentative Agreement**

September 2, 2004

Page 4 of 6

4. A nurse who transfers or is promoted prior to completing his or her initial probationary period will serve a new probationary period. The length of the new probationary period will be six (6) consecutive months, unless adjusted by the appointing authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.

5. If the Employer converts the status of a non-permanent appointment to a permanent appointment, the nurse hired will serve a probationary period. However, the Employer may credit time worked in the non-permanent appointment toward completion of the six (6) month probationary period.

### **B. Trial Service Period**

1. All nurses with permanent status who are promoted, who voluntarily demote into a job classification for which they have not previously attained permanent status, or accept a transfer into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months. Agencies may extend the trial service period for an individual nurse as long as the extension does not cause the total period to exceed twelve (12) months.

2. Any nurse serving a trial service period will have his or her trial service period extended, on a day-for-a-day basis, for any day(s) that the nurse is on leave without pay or shared leave, except for leave taken for military service.

3. A nurse serving a trial service period may voluntarily revert at any time to a funded permanent position in the same agency that is:

a. Vacant or filled by a non-permanent nurse and is within the nurse's previously held job classification.

## **Tentative Agreement**

September 2, 2004

Page 5 of 6

b. Vacant or filled by a non-permanent nurse at or below the nurse's previous salary range.

The reversion option, if any, will be determined by the Employer using the order listed above. In both (a) and (b) above, the Employer will determine the position the nurse may revert to and the nurse must have the qualification and possess the specialized skills and abilities for the position.

4. With prior written notice by the Employer, a nurse who does not successfully complete his or her trial service period may be offered an opportunity to revert to a position in the same agency, that is:

a. Vacant or filled by a non-permanent employee and is within the trial service nurse's previously held job classification; or

b. Vacant or filled by a non-permanent employee at or below the nurse's previous salary range.

In either case, the nurse being reverted must have the qualification and possess the specialized skills and abilities for the vacant position.

5. A nurse who has been unsuccessful and has no reversion options may request that his or her name be placed on the agency's internal layoff list and into the General Government Transition Pool Program for positions in job classifications where he or she had previously attained permanent status.

6. The reversion of nurses who are unsuccessful during their trial service period is not subject to the grievance procedure in Article X.

**Tentative Agreement**

September 2, 2004

Page 6 of 6

1

2 For the Union:

For the Employer:

3

4

5

---

---

# **Tentative Agreement**

August 24, 2004

Page 1 of 4

## **ARTICLE \_\_\_\_\_**

### **HOLIDAYS**

#### **X.1 Paid Holidays**

Holidays for nurses in the bargaining unit will be as follows:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
The Friday immediately following Thanksgiving Day	
Christmas Day	December 25

#### **X.2 Holiday Rules**

The following rules apply to all holidays except the personal holiday:

A. Nurses will be paid at a straight-time rate even though they do not work.

B. In addition to Subsection A above, nurses will be paid for the hours actually worked on a holiday at the overtime rate, in accordance with Article X, Overtime.

C. For full-time nurses with a Monday-through-Friday work schedule:

1. When a holiday falls on a Saturday, the Friday before will be the holiday;

2. When a holiday falls on a Sunday, the following Monday will be the holiday.



## **Tentative Agreement**

August 24, 2004

Page 2 of 4

D. For full-time nurses who do not have a Monday through Friday work schedule:

1. When a holiday falls on the nurse's scheduled workday, that day will be considered the holiday;
2. When a holiday falls on the nurse's scheduled day off, the agency will treat the nurse's workday before or after as the holiday.

E. The holiday for night shift nurses whose schedule begins on one (1) calendar day and ends on the next will be determined by the agency. It will start either at:

1. The beginning of the scheduled night shift that begins on the calendar holiday, or
2. The beginning of the shift that precedes the calendar holiday.

The decision will be the same for all nurses in a facility unless there is agreement to do otherwise between the agency and one or more affected nurses, or with the Union, which will constitute agreement of the nurses.

F. Part-time nurses who were employed before and after the holiday and for a period of at least twelve (12) calendar days during the month (not including the holiday) will be compensated in cash or compensatory time for the holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.

G. A full-time nurse who would otherwise be entitled to a holiday but is on leave without pay will receive compensation for the holiday provided he or she has been in pay status for eighty (80) non-overtime or non-standby hours during the month, not counting the holiday. Compensation for holidays for other than full-time nurses during leave without pay will be proportionate to the time in pay status required for full-time employment. The nurse must be employed before and after the holiday and for a period of at least twelve (12) calendar

## **Tentative Agreement**

August 24, 2004

Page 3 of 4

days during the month in addition to the holiday.

### **X.3 Personal Holidays**

A nurse may select one (1) workday as a personal holiday during the calendar year if the nurse has been or is scheduled to be continuously employed by the state for more than four (4) months.

A. A nurse who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.

B. The Employer will release the nurse from work on the day selected as the personal holiday provided:

1. The nurse has given at least fourteen (14) calendar days' written notice to the supervisor. However, the nurse and the supervisor may agree upon an earlier date, and
2. The number of nurses selecting a particular day off does not prevent the agency from providing continued public service.

C. Personal holidays must be taken during the calendar year or the entitlement to the day will lapse, except that the entitlement will carry over to the following year when an otherwise qualified nurse has requested a personal holiday and the request has been denied.

D. Agencies may establish qualifying policies determining which of the requests for a particular date will or will not be granted when the number of requests for a personal holiday would impair operational necessity.

## **Tentative Agreement**

August 24, 2004

Page 4 of 4

E. Part-time nurses who are employed during the month in which the personal holiday is taken will be compensated for the personal holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.

F. A personal holiday for full-time nurses will be equivalent to their work shift on the day selected for personal holiday absence.

G. Part or all of a personal holiday may be donated as shared leave, in accordance with WAC 357-XX-XXX. Any portion of a personal holiday that remains or is returned to the employee will be taken in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in B, C, and D above.

H. Upon request, an employee will be approved to use part or all of his or her personal holiday for the care of family members as required by the Family Care Act, Chapter 296-130 WAC. Any portion of a personal holiday that remains will be taken by the employee in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in B, C, and D above.

For the Union:

For the Employer:

# **Tentative Agreement**

September 22, 2004

Page 1 of 6

## **ARTICLE \_\_\_\_\_**

### **HOURS OF WORK**

#### **X.1 Definitions**

- A. Full-time Nurses: Nurses who are regularly scheduled to work an average of forty (40) hours per workweek or eighty (80) hours within a fourteen (14)-day work period.
- B. Overtime Eligible Position: An overtime eligible position is one that is assigned duties and responsibilities that meet the criteria for overtime coverage under federal and state law.
- C. Overtime Exempt Position: An overtime exempt position is one that is assigned duties and responsibilities that do not meet the criteria for overtime coverage under federal and state law.
- D. Part-time Nurses: Nurses who are scheduled to work less than an average of forty (40) hours per workweek.
- E. Scheduled Nurses: Overtime eligible nurses who work in positions that normally require set start and end time, such as positions that normally require shift coverage for more than one (1) work shift.
- F. Non-Scheduled Nurses: Overtime eligible nurses whose conditions of employment may necessitate adjustment of normal work hours by the nurses when work requirements call for varying the schedule to complete duties within the forty (40) hour workweek or eighty (80) hours within a fourteen (14) day work period, as agreed to by the supervisor prior to deviating from their normal work hours.
- G. Workday: One of seven (7) consecutive, twenty-four (24) hour periods in a workweek or fourteen (14)-day work period.

## **Tentative Agreement**

September 22, 2004

Page 2 of 6

H. Work Schedules: Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business, program and customer service needs, as long as the work schedules meet federal and state laws.

I. Work Shift: The hours a nurse is scheduled to work each workday.

J. Workweek: A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive, twenty-four (24) hour periods, as designated by the appointing authority. Nurses will receive written notification from their appointing authority of any change in their workweek.

### **X.2 Determination**

The Employer shall determine whether a position is overtime-eligible or overtime-exempt in accordance with Federal and State laws. In addition, the Employer will determine if an overtime eligible position is a scheduled or non-scheduled position.

### **X.3 Overtime-Eligible Nurses**

#### **A. Regular Work Schedules**

The regular work schedule for overtime-eligible nurses shall not be more than forty (40) hours in a workweek or eighty (80) hours within a fourteen (14) day work period, with starting and ending times as determined by the requirements of the position and the Employer. The Employer may adjust the regular work schedule with prior notice to the nurse.

The Employer will determine the number of nurses needed on each day and on each shift. Workweek schedules for nurses will take into consideration community scheduling practices to allow for a variety of workweek schedules that fit the regional office or facility. Such work schedules may include, but not be limited to, one of the following: every other weekend off, five (5) consecutive workdays followed by two (2) days off, or some other alternate work schedule as provided in B, below. A

## **Tentative Agreement**

September 22, 2004

Page 3 of 6

weekend is defined as Saturday, Sunday or both. The Employer will provide an opportunity for nurse input and will consider nurse preferences related to the distribution of workdays and days off, including weekend preferences.

### **B. Alternate Work Schedules**

Workweeks and work shifts of different numbers of hours may be established for overtime-eligible nurses by the Employer in order to meet business, program and customer service needs, as long as the alternate work schedules meet federal and state laws.

### **C. Temporary Schedule Changes**

Nurses' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. Overtime-eligible nurses shall receive three (3) calendar days' written notice of any temporary schedule change. The day that notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a temporary schedule change.

### **D. Permanent Schedule Changes**

Nurses' workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible nurses shall receive seven (7) calendar days' written notice of a permanent schedule change, unless the Employer and employee agree to a different notice period. The day notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a permanent schedule change.

### **E. Emergency Schedule Changes**

The Employer may temporarily adjust an overtime-eligible nurse's workweek and work schedule without prior notice in emergencies or unforeseen operational needs.

## **Tentative Agreement**

September 22, 2004

Page 4 of 6

### **F. Employee-Requested Schedule Changes**

Overtime-eligible nurses' workweeks and work schedules may be changed at the nurse's request and with the Employer's approval, provided the Employer's business, program and customer service needs are met and no overtime expense is incurred.

### **G. Work Schedules**

Monthly work schedules will be posted one (1) month in advance.

### **X.4 Telecommuting**

The Departments of Health and Social and Health Services agree to continue to abide by their current agency policy on telecommuting.

### **X. 5 Overtime-Eligible Unpaid Meal Periods**

The Employer and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements required by WAC 296-126-092. Unpaid meal periods for nurses working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and shall be scheduled as close to the middle of the work shift as possible. When a nurse's unpaid meal period is interrupted by work duties, the nurse will be allowed to resume his or her unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event a nurse is unable to complete the unpaid meal period due to operational necessity, the nurse shall be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods shall not be combined.

### **X.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules**

The Employer and the Union agree to paid meal periods that vary from and supersede the paid meal period requirements of WAC 296-126-092. Nurses working straight shifts will not receive a paid meal period, but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Paid meal periods for nurses on straight shifts do not require relief from duty.

## **Tentative Agreement**

September 22, 2004

Page 5 of 6

### **X.7 Overtime-Eligible Rest Periods**

The Employer and the Union agree to rest periods that vary from and supersede the rest periods required by WAC 296-126-092. Nurses shall be allowed rest periods of fifteen (15) minutes for each one (1) half shift of four (4) or more hours worked at or near the middle of each one (1) half shift of four (4) or more hours. Rest periods do not require relief from duty. Where the nature of the work allows nurses to take intermittent rest periods equivalent to fifteen (15) minutes for each half shift, scheduled rest periods are not required. Rest periods may not be used for late arrival or early departure from work and rest and meal periods shall not be combined.

### **X.8 Overtime-Exempt Nurses**

Overtime-exempt nurses are not covered by federal or state overtime laws.

Compensation is based on the premise that overtime-exempt nurses are expected to work as many hours as necessary to provide the public services for which they were hired.

These nurses are accountable for their work performance, and for meeting the objectives of the agency for which they work. The Employer's policy for all overtime-exempt nurses is as follows:

A. The Employer determines the products, services, and standards that must be met by overtime-exempt nurses.

B. Overtime-exempt nurses are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and to complete work assignments by specific deadlines. Overtime-exempt nurses may be required to work specific hours to provide services, when deemed necessary by the Employer.

C. The salary paid to overtime-exempt nurses is full compensation for all hours worked.

D. Appointing authorities may approve overtime-exempt nurses' accrual of exchange time for extraordinary or excessive hours worked. Exchange time may be accrued at



## **Tentative Agreement**

September 22, 2004

Page 6 of 6

1                   straight time to a maximum of forty (40) hours. Exchange time has no cash value and  
2                   cannot be transferred between agencies.

3  
4           E. If they give notification and receive the Employer's concurrence, overtime-exempt  
5           nurses may alter their work hours. Nurses are responsible for keeping management  
6           apprised of their schedules and their whereabouts.

7  
8           F. Prior approval from the Employer for the use of paid or unpaid leave for absences of  
9           two (2) or more hours is required, except for unanticipated sick leave.

10  
11   For the Union:

For the Employer:

12  
13  
14   \_\_\_\_\_

**Tentative Agreement**

August 11, 2004

Page 1 of 2

**ARTICLE \_\_\_\_\_**

**INCLEMENT WEATHER AND NATURAL DISASTER LEAVE**

X.1 If the Employer decides that a state office or work location is non-operational due to severe inclement weather or natural disaster the following will apply:

A. Non-emergency employees may be released with no loss of pay during the disruption of services.

B. Non-emergency employees may be reassigned to similar positions at locations within a reasonable driving distance from the non-operational location during the disruption of services. Reimbursement for mileage will be in accordance with the Office of Financial Management travel regulations.

C. At the discretion of the Employer, non-emergency employees may be subject to a temporary reduction of work hours or temporary layoff consistent with Subsection X.5 of the Layoff and Recall article of this Agreement.

X.2 Nurses who work their normal hours during the disruption will not receive additional compensation.

X.3 If a work location remains fully operational but a nurse is unable to report to work or to remain at work because of severe inclement weather or a natural disaster, the nurse's leave will be charged in the following order:

A. Any earned compensatory time;

B. Any accrued vacation leave;

C. Sick leave, up to three (3) days in any calendar year;

**Tentative Agreement**

August 11, 2004

Page 2 of 2

Nurses may be permitted to use leave without pay rather than the paid time off listed above.

X.4 Nurses who report to work late will be allowed up to one (1) hour of paid time. Section X.3 will apply to any additional late time.

For the Union:

For the Employer:

\_\_\_\_\_

\_\_\_\_\_

## **Tentative Agreement**

September 2, 2004

Page 1 of 8

### **ARTICLE \_\_\_\_\_**

#### **LAYOFF AND RECALL**

X.1 The Employer shall determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article.

X.2 **Basis for Layoff**

Layoffs may occur for any of the following reasons:

A. Lack of funds

B. Lack of work

C. Good faith reorganization

D. Ineligibility to continue in a position that was reallocated

E. Termination of a project

F. Fewer positions available than the number of nurses entitled to such positions either by statute or other provision.

X.3 **Voluntary Layoff, Leave Without Pay or Reduction in Hours**

Appointing authorities may allow a nurse to volunteer to be laid off, take leave without pay or reduce his or her hours of work in order to reduce layoffs. If it is necessary to limit the number of nurses in an agency on unpaid leave at the same time, the appointing authority shall determine who will be granted leave without pay and/or reduction in hours based upon staffing needs. Nurses who volunteer to be laid off may request to participate in the General Government Transition Pool Program and/or have their names placed on the internal layoff list for the job classifications in which they held permanent status.

## **Tentative Agreement**

September 2, 2004

Page 2 of 8

### **X.4 Non-Permanent and Probationary Nurses**

Nurses with permanent status shall not be separated from state service through a layoff action without first being offered positions they have the skills and abilities to perform within their current job classification within the layoff unit currently held by non-permanent and probationary nurses. Non-permanent nurses shall be separated from employment before probationary nurses.

### **X.5 Temporary Reduction of Work Hours or Layoff – Employer Option**

A. The Employer may temporarily reduce the work hours of a nurse to no less than twenty (20) hours per week due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Nurses will normally receive notice of five (5) calendar days of a temporary reduction of work hours.

B. The Employer may temporarily lay off a nurse for up to thirty (30) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Nurses will normally receive notice of five (5) calendar days of a temporary layoff.

C. A nurse whose work hours are temporarily reduced or who is temporarily laid off shall not be entitled to:

1. Be paid any leave balance,
2. Bump to any other position, or
3. Be placed on the internal layoff list.

## **Tentative Agreement**

September 2, 2004

Page 3 of 8

### **X.6 Layoff Units**

A. A layoff unit is defined as the geographical entity or administrative/ organizational unit in each agency used for determining available options for nurses who are being laid off.

B. The layoff unit(s) for each agency covered by this Agreement are the following.

1. Department of Health – The layoff unit shall first be the county in which the position is located, and if no options are available, the unit expands to the agency statewide.

#### 2. Department of Social and Health Services

A. Positions in 24/7 Facilities: The institution in which a nurse's workstation is located will be the primary layoff unit. If no option is available within the institution, the unit expands to the county. If no option is available within the county layoff unit, the unit expands to the region. If no option is available within the regional layoff unit, the unit expands to the agency statewide.

B. All Other Positions: The county in which a nurse's workstation is located will be the primary layoff unit. If no option is available within the county, the unit expands to the region. If no option is available within the regional layoff unit, the unit expands to the agency statewide.

### **X.8 Formal Options**

A. Nurses will be laid off in accordance with seniority, as defined in Article X, Seniority, and the specialized skills and abilities of the nurse. Nurses being laid off shall be provided the following options to comparable positions in descending order within the layoff unit:

## **Tentative Agreement**

September 2, 2004

Page 4 of 8

1. A funded vacant position for which the nurse has the specialized skills and abilities, within his or her current job classification.

2. A funded filled position held by the least senior nurse for which the nurse has the specialized skills and abilities, within his or her current job classification.

3. A funded vacant or filled position held by the least senior nurse for which the nurse has the specialized skills and abilities, at the same or lower salary range as the current permanent position, within a job classification in which the nurse has held permanent status.

Options will be provided in descending order of salary range and one progressively lower level at a time. Vacant positions will be offered prior to filled positions.

### **X.9 Informal Options**

Nurses being laid off may be offered funded vacant positions within their layoff unit provided they meet the specialized skills and abilities required of the position and it is at the same or lower salary range as the position in which the nurse currently holds permanent status.

### **X.10 Notification to the Union**

The Employer will notify the Union when a permanent layoff is anticipated. At the request of the Union, the parties will meet to discuss the layoff and possible alternatives.

### **X.11 Notification to Nurses With Permanent Status**

A. Except for temporary reduction in work hours and temporary layoffs as provided in X.5, nurses with permanent status shall receive written notice at least fifteen (15) calendar days before the effective layoff date. The notice

## **Tentative Agreement**

September 2, 2004

Page 5 of 8

shall include the basis for the layoff and any options available to the nurse.

The Union shall be provided with a copy of the notice.

B. Except for temporary reduction in work hours and temporary layoffs as provided in X.5, if the Employer chooses to implement a layoff action without providing fifteen (15) calendar days notice, the nurse shall be paid his or her salary for the days that he or she would have worked had full notice been given.

C. Nurses shall be provided five (5) calendar days to accept or decline, in writing, any option provided to them. This time period shall run concurrent with the fifteen (15) calendar days' notice provided by the Employer to the nurse.

D. The day that notification is given constitutes the first day of notice.

### **X.12 Salary**

Nurses appointed to a position as a result of a layoff action shall have their salary determined as follows:

#### **A. Transfer or Bump**

A nurse who accepts a transfer or bumps to another position within their current job classification shall retain his or her current salary.

#### **B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position**

A nurse who bumps to another position with a lower salary range shall be paid an amount equal to his or her current salary provided it is within the salary range of the new position. In those cases where the nurse's current salary exceeds the maximum amount of the salary range for the new position, the nurse shall be compensated at the maximum salary of the new salary range.



## **Tentative Agreement**

September 2, 2004

Page 6 of 8

### **C. Appointment from an Internal Layoff List**

1. Nurses who are appointed from an internal layoff list to a position with the same salary range from which they were laid off shall be paid the amount in which they were compensated when laid off plus any cost of living adjustments that occurred during the time they were laid off.

2. Nurses who are appointed from an internal layoff list to a position with a lower salary range than the position from which they were laid off shall be paid an amount equal to the salary they were receiving at the time they were laid off provided it is within the salary range of the new position. In those cases where the nurse's prior salary exceeds the maximum amount of the salary range for the new position, the nurse shall be compensated at the maximum salary of the new salary range.

### **X.13 Transition Review Period**

A. The Employer shall require a nurse to complete a six (6) month transition review period when the nurse accepts a layoff option to a job classification in which he or she has:

1. Not held permanent status,

2. Been appointed from the General Government Transition Pool Program,  
or

3. Been appointed from an internal layoff list, except when appointed to a position in which the nurse has held permanent status, within twelve (12) months of layoff to the same institution, facility or office from which laid off

## **Tentative Agreement**

September 2, 2004

Page 7 of 8

1           B. The Employer shall have the authority to shorten a nurse's review period.  
2           Nurses will receive a permanent appointment to the position upon successful  
3           completion of the transition review period.  
4

5           C. The Employer may separate a nurse or a nurse may voluntarily separate  
6           during the transition review period. Upon separation, and at the nurse's  
7           request, the nurse's name shall be placed on or returned to the internal layoff  
8           list. The nurse shall remain on the list until such time as his or her eligibility  
9           expires or he or she has been rehired. A nurse that is separated during his or  
10          her transition review period may request a review of the separation by the  
11          Secretary of the Department or designee within fourteen (14) calendar days  
12          from the effective date of the separation. Separation during the transition  
13          review period shall not be subject to the grievance procedure in Article X.  
14

### **X.14 Recall**

15          A. The Employer shall maintain an internal layoff list for each job classification.  
16          Nurses who are laid off may have their name placed on the list for the job  
17          classification from which they were laid off or bumped. Additionally, nurses  
18          may request to have their name placed on the internal layoff list for other job  
19          classifications in which they have held permanent status. A nurse will remain  
20          on internal layoff lists for two (2) years from the effective date of his or her  
21          layoff. Nurses on the internal layoff list will be responsible for maintaining  
22          current address and phone contact information with the Employer.  
23  
24

25          B. When a vacancy occurs within an agency and when there are names on an  
26          internal layoff list, the Employer (to be negotiated per RCW 41.80.20 (3)).  
27

### **X.15 General Government Transition Pool Program**

28          Nurses who are notified that they are at risk of being laid off or have been laid off  
29          may request their names be placed into the General Government Transition Pool  
30          Program administered by the Department of Personnel. Nurses who have their  
31

## **Tentative Agreement**

September 2, 2004

Page 8 of 8

names placed in the General Government Transition Pool are responsible for maintaining current address and phone contact information with the Department of Personnel. When a vacancy occurs within an agency, the Employer will consider nurses in the General Government Transition Pool Program along with all other candidates, all of whom must have the skills and abilities to perform the duties of a position being filled.

### **X.15 Project Employment**

A. Project employees have layoff rights within their project. Formal options will be determined using the procedure outlined in Section X.8, above.

B. Permanent status nurses who left regular classified positions to accept project employment without a break in service have layoff rights within the agency in which they held permanent status to the job classification they held immediately prior to accepting project employment.

C. Project employees who are separated from state service due to layoff and have not held permanent status in classified service may request their names be placed into the General Government Transition Pool Program.

Proposed Definition for Specialized Skills And Abilities to be placed in the Glossary section of this Agreement

1. Skills and Abilities: Documented criteria found in license/certification requirements, federal and state requirements, position descriptions, bona fide occupational qualifications approved by the Human Rights Commission, or recruitment announcements.

For the Union:

For the Employer:

## **Tentative Agreement**

September 2, 2004

Page 1 of 3

### **ARTICLE \_\_\_\_\_**

#### **LEAVE WITHOUT PAY**

X.1 Leave without pay shall be granted for the following reasons:

- A. Family and medical leave (Article X)
- B. Compensable work-related injury or illness leave
- C. Military leave

X.2 Leave without pay may be granted for the following reasons:

- A. Educational leave
- B. Childcare and elder care emergencies
- C. Governmental service leave
- D. Conditions applicable for leave with pay
- E. As otherwise provided for in this Agreement

#### **X.3 Limitations**

Leave without pay shall be limited to twelve (12) months or fewer in any consecutive five (5) year period, except for compensable work-related injury or illness, or educational, governmental service or military leaves.

#### **X.4 Returning Employee Rights**

Nurses returning from authorized leave without pay shall be employed in the same position or in another position in the same job classification and the same geographical area, as determined by the Employer, provided that such reemployment is not in conflict with other articles in this Agreement.

#### **X.5 Compensable Work-Related Injury or Illness Leave**

A nurse who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Nurses who take sick leave during a period in which they receive time-loss compensation shall receive full sick leave pay,

## **Tentative Agreement**

September 2, 2004

Page 2 of 3

minus any time-loss benefits. Nurses who take vacation leave or compensatory time during a period in which they receive time-loss compensation shall receive full vacation leave or compensatory time pay in addition to any time-loss payments, unless the nurse is receiving assault benefit compensation equal to full pay. Leave for a work-related injury, covered by workers' compensation or assault benefits, will run concurrently with the FMLA. Notwithstanding Section X.1, the Employer may separate a nurse in accordance with Article X, Fitness for Duty and Disability Separation.

### **X.6 Military Leave**

In addition to the fifteen (15) days of paid leave granted to employees for active duty or active duty training, unpaid military leave shall be granted in accordance with RCW 38.40.060 and applicable federal law. Nurses on military leave shall be reinstated as provided in RCW 73.16 and applicable federal law.

### **X.7 Educational Leave**

Leave without pay may be granted for educational leave for the duration of actual attendance in an educational program.

### **X.8 Childcare and Elder Care Emergencies**

Leave without pay may be granted for childcare and elder care emergencies and is limited to a maximum of three (3) days per calendar year. Compensatory time or paid leave may also be used for childcare and elder care emergencies, subject to the limitations above.

### **X.9 Government Service Leave**

Leave without pay may be granted for government service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps leave.

For the Union:

For the Employer:

# **Tentative Agreement**

September 2, 2004

Page 3 of 3

1

2

3

4

**Tentative Agreement**

August 11, 2004

Page 1 of 1

**ARTICLE \_\_\_\_\_**

**LICENSURE AND CERTIFICATION**

X.1 Nurses are expected to update and maintain any license and/or certification that is required as part of the minimum qualifications for their position. When the position requires any specialized license, including a driver's license, the nurse shall be responsible for the cost of the license and/or certification and for all renewal costs.

X.2 When the Employer requires a new license and/or certification, the Employer will reimburse the nurse for the initial cost of the new license and/or certification. Thereafter, the nurse shall be responsible for maintaining the license and/or certification and for all renewal costs.

X.3 Nurses will notify their appointing authority or designee if their license and/or certification has been restricted, revoked or suspended, within twenty-four (24) hours of the restriction, revocation or suspension, or prior to their next scheduled shift, whichever occurs first.

For the Union:

For the Employer:

**Tentative Agreement**

September 14, 2004

Page 1 of 1

**ARTICLE \_\_\_\_\_**

**MANDATORY SUBJECTS**

X.1 The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Union of these changes and the Union may request discussions about and/or negotiations on the impact of these changes on employee's working conditions within the provided notice period. In the event the Union does not request discussions and/or negotiations within the notice period, the Employer may implement the changes without further discussions and/or negotiations.

X.2 The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

For the Union:

For the Employer:

\_\_\_\_\_

\_\_\_\_\_



# **Tentative Agreement**

September 14, 2004

Page 1 of 2

## **ARTICLE \_\_\_\_\_**

### **MANAGEMENT RIGHTS**

X.1 Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, shall include but not be limited to, the right to:

A. Determine the Employer's functions, programs, organizational structure and use of technology;

B. Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;

C. Direct and supervise employees;

D. Take all necessary actions to carry out the mission of the state and its agencies during emergencies;

E. Determine the Employer's mission and strategic plans;

F. Develop, enforce, modify or terminate any policy, procedure, manual, work product or work method associated with the programs or operations of the Employer;

G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;

H. Establish or modify the workweek, daily work shift, hours of work and days off;

I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;

## **Tentative Agreement**

September 14, 2004

Page 2 of 2

J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;

K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently layoff employees;

L. Determine, prioritize and assign work to be performed;

M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;

N. Determine training needs, methods of training and employees to be trained;

O. Determine the reasons for and methods by which employees will be laid-off; and

P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.

X.2 The Employer has the right to exercise all of the above rights and the lawful rights, prerogatives and functions of management. The Employer's exercise or non-exercise of any right, prerogative or function shall not be subject to the grievance procedure of this Agreement. In addition, the Employer's non-exercise of any right, prerogative or function shall not be deemed a waiver of such right or establishment of a practice.

For the Union:

For the Employer:

---

---

**Tentative Agreement**

July 28, 2004

Page 1 of 1

**ARTICLE \_\_\_\_**

**MISCELLANEOUS LEAVE**

X.1 Subject to the Employer's approval, nurses may be allowed paid leave, during scheduled work time, for:

A. Examinations or interviews for state employment,

B. To receive assessment from the Employee Advisory Service, or

C. To serve as a member of a jury.

Nurses shall receive their base salary and be allowed to retain any compensation paid to them for their jury duty service.

X.2 A nurse will receive leave with pay if he or she is subpoenaed to appear as a witness in court or an administrative hearing during scheduled work time, except when the nurse is a party in the matter, has an economic interest in the matter, or is appearing as a witness against the Employer.

X3. Nurses shall not be eligible for per diem or travel expenses under this Article.

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

**Tentative Agreement**

September 22, 2004

Page 1 of 1

**ARTICLE \_\_\_\_\_**

**NON-DISCRIMINATION**

Under this Agreement, neither party will discriminate against nurses on the basis of religion, age, sex, marital status, race, color, creed, national origin, political affiliation, status as a disabled veteran or Vietnam era veteran, sexual orientation, or any real or perceived sensory, mental or physical disability, or because of the participation or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Section. The Employer and the Union agrees to support and encourage diversity in the workplace and prevent all forms of discrimination.

For the Union:

For the Employer:

\_\_\_\_\_

# **Tentative Agreement**

September 22, 2004

Page 1 of 4

## **ARTICLE \_\_\_\_\_**

### **OVERTIME**

#### **X.1 Definitions**

A. Overtime: Overtime is defined as time that an overtime-eligible nurse:

1. Works in excess of forty (40) hours per workweek or eighty (80) hours within a fourteen (14)-day period.
2. Works in excess of their scheduled work shift and the nurse is a scheduled nurse.

B. Overtime Rate: In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1-1/2) of a nurse's regular rate of pay. The regular rate of pay will not include any allowable exclusions.

C. Work: The definition of work, for overtime purposes only, includes:

1. All hours actually spent performing the duties of the assigned job.
2. Travel time required by the Employer during normal work hours from one work site to another or travel time prior to normal work hours to a different work location that is greater than the nurse's normal home-to-work travel time.
3. Vacation leave.
4. Compensatory time.
5. Holidays.
6. Any other paid time not listed below.

D. Work does **not** include:

## **Tentative Agreement**

September 22, 2004

Page 2 of 4

1. Shared leave.

2. Leave without pay.

3. Additional compensation for time worked on a holiday.

4. Time compensated as standby, call back, or any other penalty pay.

### **X.2 Overtime-Eligibility and Compensation**

Nurses are eligible for overtime compensation under the following circumstances:

A. Full-time overtime-eligible nurses who have prior approval and work more than forty (40) hours in a workweek or 80 hours in a fourteen (14) day period shall be compensated at the overtime rate. A part-time overtime-eligible nurse whose workweek is less than forty (40) hours will be paid at their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.

B. Full-time overtime-eligible shift nurses who have prior approval and work more than their scheduled shift will be compensated at the overtime rate. A part-time overtime eligible shift nurse will be paid at their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.

### **X.3 Overtime Computation**

Computation of overtime will be rounded upward to the nearest 1/10<sup>th</sup> of an hour.

### **X.4 General Provisions**

A. The Employer will determine whether work will be performed on regular work time or overtime, the number, the skills and abilities of the nurses required to perform the work, and the duration of the work. Before requiring nurses to work overtime, the Employer will first attempt to meet its overtime requirements on a voluntary basis

## **Tentative Agreement**

September 22, 2004

Page 3 of 4

through the use of on-call, part-time, volunteers currently working and callback. In the event there are not enough nurses volunteering to work, the supervisor may require nurses to work overtime. When overtime is required, it will be assigned to nurses on duty in inverse order of seniority; provided, the nurse has the skills and abilities required of the position. A nurse can refuse to work a required overtime one (1) time per rotation. The nurse will remain on the list and will be required to work the next required overtime assignment. The inverse order will be re-established when the list has been exhausted, i.e. the nurse with the greatest seniority has worked his or her required overtime. A nurse who volunteers to work an overtime shift will have his or her name removed from the required overtime rotation for that cycle.

- B. If a nurse was not offered overtime for which he or she was qualified, the nurse will be offered the next available overtime opportunity for which he or she is qualified. Under no circumstances shall a nurse be compensated for overtime that was not worked. There will be no pyramiding of overtime.

### **X.5 Compensatory Time for Overtime-Eligible Nurses**

#### **A. Compensatory Time Eligibility**

The Employer may grant compensatory time in lieu of cash payment for overtime to an overtime-eligible nurse, upon agreement between the Employer and the nurse. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.

#### **B. Maximum Compensatory Time**

Nurses may accumulate no more than eighty (80) hours of compensatory time.

#### **C. Compensatory Time Use**

Nurses must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave. Compensatory time must be used and scheduled in the same manner as vacation leave, as in Article X, Vacation Leave.

**Tentative Agreement**

September 22, 2004

Page 4 of 4

D. Compensatory Time Cash Out

All compensatory time must be used by June 30<sup>th</sup> of each year. If compensatory time balances are not scheduled to be used by the nurse by April of each year, the supervisor shall contact the nurse to review his or her schedule. The nurse's compensatory time balance will be cashed out every June 30<sup>th</sup> or when the nurse:

1. Leaves state service for any reason,
2. Transfers to a position in their agency with different funding sources, or
3. Transfers to another state agency.

For the Union:

For the Employer:



## **Tentative Agreement**

September 1, 2004

Page 1 of 2

### **ARTICLE \_\_\_\_\_**

#### **PERFORMANCE EVALUATION**

##### **X.1 Objective**

The performance evaluation process gives supervisors an opportunity to discuss performance goals with their employees and assess and review their performance with regard to those goals. Supervisors can then provide support to nurses in their professional development, so that skills and abilities can be aligned with agency requirements.

##### **X.2 Evaluation Process**

A. A nurse's work performance will be evaluated during probationary and trial service periods and at least annually thereafter. Immediate supervisors will meet with nurses at the start of their review period to discuss performance standards/expectations. Discussions between a nurse and the supervisor will occur throughout the evaluation period, in order to recognize employee accomplishments and address performance issues in a timely manner. Issues not discussed with the nurse during the evaluation period, will not be included in the performance evaluation. Nurses will receive copies of their performance standards/expectations as well as notification of any modifications made during the review period.

B. Non-nurse supervisors will consult with knowledgeable nurses, where available, regarding the performance of a nurse's professional nursing skills and abilities prior to preparing an evaluation.

C. The performance evaluation process will include, but not be limited to, a written performance evaluation on forms used by the Employer and the nurse's signature. The signature does not signify agreement with the evaluation, but only that it has been received. A nurse will be given the opportunity to provide a written response to the evaluation. A copy of the performance evaluation will be provided to the nurse at

## Page 2 of 2

D. The evaluation process is subject to the grievance procedure. The specific content of a performance evaluation is not subject to the grievance procedure unless it was determined to be inaccurate or false as referred to in Article X.3, Personnel Files.

For the Employer:

---

\_\_\_\_\_

## **Tentative Agreement**

September 1, 2004

Page 1 of 2

### **ARTICLE \_\_\_\_\_**

#### **PERSONNEL FILES**

X.1 The location of personnel files will be placed in a secure location determined by the employing agency. A nurse may examine his or her own personnel file. Written authorization from the nurse is required before any representative of the nurse will be granted access to the personnel file. The nurse and/or representative may not remove any contents. A nurse may request a copy of any document contained in his or her personnel file and the Employer may charge a reasonable fee for copying materials beyond the first copy requested by the nurse or his or her representative.

X.2 A nurse will be provided with a copy of all materials placed in his or her personnel file related to job performance. A nurse may provide a written response to any information in the file that he or she considers objectionable that will then be attached to the document.

X.3 The substance of adverse material or information related to employee misconduct or alleged misconduct that is proven by an administrative body, judicial proceeding, licensing action or through a grievance procedure to be inaccurate, false or where the employee has been fully exonerated will be removed unless:

A. The nurse request the information be kept; or

B. The information is related to pending legal action or legal action(s) may reasonably be expected to result.

X.4 Residents, clients, patients, or their legal representatives, shall not have access to any nurse's personnel file unless required by court order, subpoena or public disclosure request. Access to a nurse's personnel file within the employing agency shall be limited to legitimate state business purposes.

**Tentative Agreement**

September 1, 2004

Page 2 of 2

1  
2  
3  
4  
5  
6  
7

For the Union:

For the Employer:

\_\_\_\_\_

\_\_\_\_\_

**Tentative Agreement**

July 1, 2004

Page 1 of 1

**ARTICLE \_\_\_\_\_**

**PREAMBLE**

Pursuant to the provisions of RCW 41.06 and 41.80, this Agreement is made and entered into by the State of Washington, referred to as the "Employer," and the Service Employees International Union District 1199 NW, AFL-CIO referred to as the "Union." The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

## Page 1 of 1

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13

## PRINTING OF AGREEMENT

The Employer and Union will share the cost of printing this Agreement. The Agreement will be available to nurses on the Employer's intranet.

For the Employer:

---

---

**Tentative Agreement**

August 11, 2004

Page 1 of 1

**ARTICLE \_\_\_\_\_**

**PRIVACY AND OFF-DUTY CONDUCT**

The private and personal life and off-duty activities of a nurse will not be grounds for disciplinary action unless required by law, or the activities are a conflict of interest as set forth in RCW 42.52, or are detrimental to the nurse's work performance or the program of the agency. Nurses shall report arrests and court-imposed sanctions or conditions that affect their ability to perform assigned duties to their appointing authority or designee within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

For the Union:

For the Employer:

\_\_\_\_\_

\_\_\_\_\_

**Tentative Agreement**

September 22, 2004

Page 1 of 1

1

2

**PURPOSE**

3

4

The purpose of this Agreement is to facilitate the achievement of the mutual goal of  
providing quality health care by maintaining fair and reasonable employment conditions  
and by promoting effective methods for prompt adjustment of differences,  
misunderstandings and disputes.

8

9

For the Union:

For the Employer:

10

11

12

---

---



## **Tentative Agreement**

September 1, 2004

Page 1 of 2

### **ARTICLE \_\_\_\_\_**

#### **REASONABLE ACCOMMODATION AND DISABILITY SEPARATION**

X.1 The Employer and the Union will comply with all relevant federal and state laws, regulations and executive orders providing reasonable accommodations to qualified individuals with disabilities.

X.2 A nurse who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation by submitting a request to the Employer.

X.3 Nurses requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the nurse to obtain a second medical opinion at the Employer's expense. Medical information disclosed to the Employer will be kept confidential.

X.4 The Employer will determine whether a nurse is eligible for a reasonable accommodation and the final form of any accommodation to be provided. The Employer will attempt to accommodate the nurse in his or her current position prior to looking at accommodations in alternative vacant positions.

X.5 A nurse with permanent status may be separated from service when the agency determines that the nurse is unable to perform the essential functions of his or her position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made by the agency based on the nurse's written request for disability separation or after obtaining a written statement from a physician or licensed mental health professional. The agency can require the nurse to obtain a medical examination at the agency's expense, from a physician or licensed mental health professional of the agency's choice. Evidence may be requested

## **Tentative Ageement**

September 1, 2004

Page 2 of 2

from the physician or licensed mental health professional regarding the nurse's limitations.

X.6 The agency may immediately separate the nurse when the agency has medical documentation of the nurse's disability and has determined that the nurse cannot be reasonably accommodated in any available position, or when the nurse requests separation due to disability.

X.7 A nurse, separated due to disability, will be placed in the General Government Transition Pool Program if he or she submits a written request for reemployment in accordance with WAC 357-46-090 through 105 and has met the reemployment requirements of WAC 357-19-475.

X.8 Disability separation is not a disciplinary action. A nurse who has been separated due to disability may grieve his or her disability separation in accordance with Article X, Grievance Procedure, unless the separation was at the nurse's request.

For the Union:

For the Employer:

---

---

**Tentative Agreement**

September 1, 2004

Page 1 of 1

**ARTICLE \_\_\_\_\_**

**RECOGNITION CLAUSE**

X.1 The Employer recognizes the Union as the exclusive bargaining representative for all registered nurses in the bargaining units described in Appendix A, entitled "Bargaining Units Represented by the Service Employees International Union, District 1199 NW" but it does not cover any statutorily excluded positions or any positions excluded in Appendix A. The titles of the jobs listed in Appendix A are listed for descriptive purposes only. This does not mean that the jobs will continue to exist or be filled.

X.2 If, during the term of this Agreement the Public Employment Relations Commission (PERC) certifies the Union as the exclusive representative for another bargaining unit in general government, the terms of this Agreement shall apply.

For the Union:

For the Employer:

\_\_\_\_\_

\_\_\_\_\_

**Tentative Agreement**

August 26, 2004

Page 1 of 1

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15

**ARTICLE \_\_\_\_\_**

**RESIGNATIONS – WITHDRAWALS**

A nurse may resign from state service at any time and will normally provide fourteen (14) calendar days advance written notice of his or her effective date. Nurses may withdraw their resignation within forty-eight (48) hours of submitting their written notice. The appointing authority or designee may permit a nurse to rescind his or her resignation at anytime. Nurses who resign in lieu of a possible disciplinary action will not be allowed to withdraw their resignation.

For the Union:

For the Employer:

\_\_\_\_\_

\_\_\_\_\_

**Tentative Agreement**

July 1, 2004

Page 1 of 1

**ARTICLE \_\_\_\_\_**

**SAFETY AND HEALTH**

X.1 The Employer and the Union have a significant responsibility for workplace safety and will cooperate in the endeavor to maintain safe and healthful working conditions.

A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act. (WISHA).  
[Reference: <http://www.lni.wa.gov/rules/wacs.htm>] Safety committees shall be maintained and shall operate in accordance with applicable Washington law. A nurse representative, selected by the Union, shall serve on each safety committee.

B. Nurses will comply with all safety and health practices and standards established by the Employer. Nurses who have concerns about safety issues should report them to their supervisor and local safety committee utilizing the appropriate incident reporting forms.

C. The Union will work cooperatively with the Employer on safety and health related matters and encourage employees to work in a safe and healthful manner.

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

**Tentative Agreement**

September 2, 2004

Page 1 of 1

**ARTICLE \_\_\_\_**

**SAVINGS CLAUSE**

X.1 If any court or board of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement shall remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion.

X.2 The Employer and the Union acknowledge that certain provisions of this Agreement are dependent upon the capacity, scope, and budget of the new SAP Human Resource Management System. If it is determined by the Department of Personnel (consistent with the intent of RCW 41.80.906) that the new SAP Human Resource Management System cannot support the implementation of any provision of this Agreement by July 1, 2005, the parties will reopen that subject.

For the Union:

For the Employer:

\_\_\_\_\_

\_\_\_\_\_

**Tentative Agreement**

September 1, 2004

Page 1 of 3

**ARTICLE \_\_\_\_\_**

**SENIORITY**

**X.1 Definition**

A. Seniority for full-time nurses shall be defined as the nurse's length of unbroken state service. Seniority for part-time or on-call nurses shall be based on actual hours worked. Leave without pay of fifteen (15) consecutive calendar days or less will not affect a nurse's seniority. When a nurse is on leave without pay for more than fifteen (15) consecutive calendar days, the nurse's seniority will not be affected when the leave without pay is taken for:

1. Military leave or United State Public Health Service,
2. Compensable work-related injury or illness leave,
3. Government service leave and leave to enter the Peace Corps, not to exceed two (2) years and one (1) month,
4. Educational leave, contingent upon successful completion of the coursework, and/or
5. Reducing the effects of a layoff.

When a nurse is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed above, the nurse's seniority date will be moved forward in an amount equal to the duration of the leave without pay. Time spent on a temporary layoff or when a nurse's work hours are reduced in accordance with Article X.5, Layoff and Recall, shall not be deducted from the calculation of seniority. Nurses who are separated from state service due to layoff, and are reemployed within two

## **Tentative Agreement**

September 1, 2004

Page 2 of 3

(2) years of their separation date shall not be considered to have a break in service.

B. For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent nurses who are veterans or to their unmarried widows or widowers, as provided for in RCW 41.06.133 (13).

### **X.2 Ties**

If two (2) or more nurses have the same unbroken state service date, ties shall be broken in the following order:

1. Longest continuous time within their current job classification;
2. Longest continuous time with the agency; and
3. By lot.

### **X.3 Seniority List**

The Employer shall prepare and post a seniority list. The list shall be updated annually and shall contain each nurse's name, job classification and seniority date. Nurses shall have fourteen (14) calendar days in which to appeal their seniority date to their Human Resource Office, after which time the date shall be presumed correct. A copy of the seniority list shall be provided to the Union at the time of posting.

### **X.4 Application**

This Article will apply prospectively. Nurses shall retain their current unbroken state service date, which shall become their seniority date.



**Tentative Agreement**

September 1, 2004

Page 3 of 3

1 For the Union:

For the Employer:

2

3

4

---

**Tentative Agreement**

September 14, 2004

Page 1 of 4

**ARTICLE \_\_\_\_\_**

**SICK LEAVE**

**X.1 Sick Leave Accrual**

Full-time nurses will accrue eight (8) hours of sick leave under the following conditions:

- A. The nurse must be employed for fifteen (15) calendar days or more during the month.
- B. Any leave without pay taken during the month will not be counted toward the fifteen (15) calendar day eligibility requirement.
- C. Holidays for which the nurse is otherwise eligible that fall within the qualifying fifteen (15) days count toward the minimum requirement.
- D. Sick leave credit for other than full-time nurses will be computed and accrued in an amount proportionate to the time the nurse is in pay status during the month to that required for full-time employment.

**X.2 Sick Leave Use**

Sick leave may be used for:

- A. A personal illness, injury or medical disability that prevents the nurse from performing his or her job, or personal medical or dental appointments.
- B. Care of family members as required by the Family Care Act, Chapter 296-130 WAC.
- C. Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.
- D. Preventative health care of relatives or household members, up to one (1) day for each occurrence.

## **Tentative Agreement**

September 14, 2004

Page 2 of 4

E. Illness of a child.

F. Illness of relatives or household members, up to five (5) days for each occurrence or as extended by the Employer.

G. A death of any relative that requires the nurse's absence from work. Sick leave use for bereavement is limited to three (3) days or as extended by the agency for travel. Relatives are defined for this purpose as spouse, significant other, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of the nurse's spouse or significant other.

### **X.3 Use of Compensatory Time or Vacation Leave for Sick Leave Purposes**

The Employer will allow a nurse to use compensatory time or vacation leave for sick leave purposes. All compensatory time or vacation leave requests for sick leave purposes will indicate that the compensatory time or vacation leave is being requested in lieu of sick leave.

### **X.4 Restoration of Vacation Leave**

In the event a nurse is injured or becomes ill while on vacation leave, the nurse may submit a written request to use sick leave and have the equivalent amount of vacation leave restored. The supervisor may require a written medical certificate.

### **X.5 Sick Leave Reporting and Verification**

A nurse must promptly notify his or her supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If the nurse is in a position where a relief replacement is necessary, the nurse shall make every effort to notify his or her supervisor or designated contact at least two (2) hours prior to his or her scheduled time to report to work but, in no case less than one (1) hour prior to his or her scheduled time to report to work. Nurses will complete a leave request form for any sick leave

## **Tentative Agreement**

September 14, 2004

Page 3 of 4

1 taken immediately upon his or her return to work. A nurse returning to work after any  
2 sick leave absence may be required to provide written certification from his or her health  
3 care provider when there is cause to suspect sick leave abuse; to assist agencies in  
4 protecting the nurses from returning to work too soon following an illness or injury; or to  
5 protect fellow employees or clients from contagious illness. A medical certificate must  
6 be required if the reason for the personal illness as cited in X.2 A above continued for  
7 more than ten (10) continuous work days. Failure to provide a written medical  
8 certificate, when required, may result in the absence being treated as unauthorized leave  
9 without pay which may be cause for disciplinary action.

### **X.6 Sick Leave Annual Cash Out**

12 Each January, employees are eligible to receive cash on a one (1) hour for four (4) hour  
13 basis for ninety-six (96) hours or less of their accrued sick leave, if:

- 15 A. Their sick leave balance at the end of the previous calendar year exceeds four  
16 hundred and eighty (480) hours;
- 18 B. The converted sick leave hours do not reduce their previous calendar year sick  
19 leave balance below four hundred and eighty (480) hours; and
- 21 C. They notify their payroll office by January 31<sup>st</sup> that they would like to convert  
22 their sick leave hours earned during the previous calendar year, minus any sick  
23 leave hours used during the previous year, to cash.

25 All converted hours will be deducted from the employee's sick leave balance.

### **X.7 Sick Leave Separation Cash Out.**

28 At the time of retirement from state service or at death, an eligible nurse or the nurse's  
29 estate will receive cash for his or her total sick leave balance on a one (1) hour for four  
30 (4) hours basis. For the purposes of this Section, retirement shall not include "vested out  
31 of service" nurses who leave funds on deposit with the retirement system. In accordance

## **Tentative Agreement**

September 14, 2004

Page 4 of 4

with state and federal law, agencies and nurses in bargaining units may agree to form Voluntary Employee Beneficiary Associations (tax-free medical spending accounts) funded by the retiree sick leave cash out described above.

### **X.8 Reemployment**

Former state nurses who are re-employed within five (5) years of leaving state service shall be granted all unused sick leave credits they had at separation.

For the Union:

For the Employer:

---

---

**Tentative Agreement**

September 14, 2004

Page 1 of 1

1

2

**ARTICLE \_\_\_\_\_**

3

**STRIKES AND LOCKOUTS**

4

5

Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform his or her official duties.

6

7

8

9

For the Union:

For the Employer:

10

11

12

\_\_\_\_\_

\_\_\_\_\_

**Tentative Agreement**

September 14, 2004

Page 1 of 2

**ARTICLE \_\_\_\_\_**

**TRAINING AND EMPLOYEE DEVELOPMENT**

**X.1 General Provision**

The Employer and the Union recognize the value and benefit of education and training designed to enhance nurses' abilities to perform their job duties. Training and employee development opportunities shall be provided to nurses in accordance with agency policies and available resources.

**X.2 Continuing Education and Professional Development**

A. Because of the unique responsibilities of nursing, nurses will have an opportunity for continuing education that is job-related or relevant to nurse practice, upon completion of their probationary period. All nurses, upon request, will be allowed six (6) paid days off per calendar year to take educational courses that are job-related. Continuing education may be used on an hourly basis. Requests for additional release time may be granted at the Employer's discretion. Requests for release time for continuing education coursework are subject to the Employer's approval of course content and scheduling requirements. Unused release time will not be carried over from one (1) calendar year to the next.

B. During the term of this Agreement the Employer will assist in the payment of course tuition and registration fees, up to \$250 per permanent nurse and based on available funds, for continuing education and professional development programs. Such financial assistance will be subject to the Employer's approval of course content and verification of the nurse's attendance and completion of the course.

**X.3 In-Service Training**

A. Nurses will be notified of in-service training opportunities offered by their agency. When nurses are required to attend in-service training, it shall be considered time

## **Tentative Agreement**

September 14, 2004

Page 2 of 2

1                   worked. Within available resources and staffing needs, the Employer will  
2                   accommodate nurses' requests for in-service training.

3  
4           B. The Department of Social and Health Services and the Department of Health will  
5           schedule one (1) nurse consultant in-service training during the term of the  
6           Agreement. The training will be contingent on available funds. Content will be  
7           based on the Nurse Consultants' learning needs and will be developed jointly by the  
8           Employer and the Nurse Consultants. The Employer will have final approval of the  
9           agenda.

### **X.4 Tuition Reimbursement**

11           A. Agencies may approve full or partial tuition reimbursement, consistent with agency  
12           policy and within available resources.

14  
15           B. Agencies will reimburse eligible nurses who provide proof of satisfactory completion  
16           of a course that was previously approved for tuition reimbursement.

17  
18           C. Agency funds expended for tuition reimbursement will be limited to tuition or  
19           registration fees, and will not include textbooks, supplies or other school expenses.

20  
21  
22   For the Union:

For the Employer:

23  
24  
25   \_\_\_\_\_

\_\_\_\_\_



**Tentative Agreement**

September 1, 2004

Page 1 of 5

**ARTICLE \_\_\_\_\_**

**UNION ACTIVITIES**

**X.1 Union Representatives**

A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of union representatives. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B. Union representatives may have access to the Employer's offices or facilities in non-work areas, as approved by the Employer to carry out representational activities. The representatives will notify local management prior to their arrival and will not interfere with or disturb employees in the performance of their work during working hours, nor interfere with patient care or the normal operations of the agency. The union representative may meet with bargaining unit employees in non-work areas during their meal periods, rest periods, and before and after their shifts.

**X.2 Union Delegates/Union Officers**

A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of current union delegates and union officers. The Union will maintain the list. The Employer will not recognize a nurse as a union delegate or officer if his or her name does not appear on the list.

B. Union delegates and officers will be granted reasonable time during their normal working hours to investigate and process grievances in accordance with Article X, Grievance Procedure. In addition, Union delegates and officers will be released during their normal working hours to attend meetings

## **Tentative Agreement**

September 1, 2004

Page 2 of 5

scheduled by management within the delegate's/officer's office or facility for the following representational activities:

1. Grievance meetings, including attempts at informal resolution, and/or
2. Investigatory interviews (in potential disciplinary matters), in accordance with Article X, Discipline.

The union delegate or officer will obtain approval from his or her supervisor before attending a meeting. Notification will include the approximate amount of time the delegate or officer expects the activity to take. Any agency business requiring the nurse's immediate attention will be completed prior to attending the meeting. Attendance at meetings during the union delegate's or officer's non-work hours will not be considered as time worked. Union delegates and officers may not use state vehicles to travel to and from a work site in order to perform representational activities.

- C. If the amount of time a union delegate or officer spends performing representational activities is affecting his or her ability to accomplish assigned duties, the Employer will not continue to release the delegate or officer and the Union will be notified.

### **X.3 Use of State Facilities, Resources and Equipment**

#### **A. Meeting Space and Facilities**

The Union may be permitted to use an Employer meeting room to hold a meeting based on availability of the space and with prior written authorization of the agency.

#### **B. Supplies and Equipment**

The Union and its membership will not use state-purchased supplies or equipment to conduct union business or representational activities. This does

## **Tentative Agreement**

September 1, 2004

Page 3 of 5

not preclude the use of the telephone for representational activities if there is no cost to the Employer, the call is brief in duration and it does not disrupt or distract from agency business.

### **C. E-mail, Fax Machines, the Internet, and Intranets**

Union delegates, officers and members may utilize state owned/operated equipment to communicate with the Union and/or the Employer for the exclusive purpose of administration of this Agreement. Such use will:

1. Result in little or no cost to the Employer;
2. Be brief in duration and frequency;
3. Not interfere with the performance of their official duties;
4. Not distract from the conduct of state business;
5. Not disrupt other state employees and will not obligate other employees to make a personal use of state resources; and
6. Not compromise the security or integrity of state information or software.

The Union and its union delegates or officers will not use the above-referenced state equipment for Union organizing, internal Union business, advocating for or against the Union in an election or any other purpose prohibited by the Executive Ethics Board. Communication that occurs when using state-owned equipment is the property of the Employer.

### **X.4 Bulletin Boards**

The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws, and identified as union literature. Union communications may not be posted in any other location in the agency.

## **Tentative Agreement**

September 1, 2004

Page 4 of 5

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30

### **X.5 Time Off for Union Activities**

#### **A. Conventions and Conferences**

Union-designated nurses may be allowed time off without pay to attend union-sponsored conventions or conferences. Approval for the time off must be approved in advance of the absence. Approval will not be granted if the absence interferes with the Employer's ability to provide coverage during the requested time off or the operating needs of the agency cannot be met.

#### **B. Training and Executive Board Meetings**

Union delegates will be allowed time off without pay to attend a one-day union training session that will occur annually if, the Employer is able to provide coverage that does not incur overtime and the operating needs of the agency can be met.

Union executive board members will be allowed time off without pay to attend monthly executive board meetings if the Employer is able to provide coverage that does not incur overtime and the operating needs of the agency can be met.

C. Nurses may use accumulated compensatory time or vacation leave instead of leave without pay for both A. and B. above. However, nurses must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation leave.

D. The Union will give the Employer a written list of the names of the nurses it is requesting attend the above-listed activities, at least fourteen (14) calendar days prior to the activity.

**Tentative Agreement**

September 1, 2004

Page 5 of 5

1    **X.6    Temporary Employment With the Union**

2            With thirty (30) calendar days notice, unless agreed otherwise, nurses may be  
3            granted leave without pay to accept temporary employment with the Union of a  
4            specified duration, not to exceed twelve (12) weeks, provided the nurse's time off  
5            will not interfere with the operating needs of the agency. The parties may agree  
6            to an extension of leave without pay up to an additional twelve (12) weeks. The  
7            returning nurse will be employed in a position in the same job classification and  
8            the same geographical area, as determined by the Employer.

9

10    For the Union:

For the Employer:

11

12

13

14

## **Tentative Agreement**

September 2, 2004

Page 1 of 3

### **ARTICLE \_\_\_\_\_**

#### **UNION-MANAGEMENT COMMUNICATION COMMITTEES**

##### **X.1 Purpose**

A Union-Management Communication Committee(s) will be established at the statewide and/or local levels of the Employer's agencies as described in Appendix X. The purpose of the committee(s) is to provide continuing communication between the parties and to promote constructive union-management relations. The committee(s) will meet, discuss and exchange information of a group nature and general interest to both parties.

##### **X.2 Committees**

###### **A. Statewide Union-Management Communication Committees**

Each committee will consist of up to six (6) employer representatives and up to six (6) nurse representatives. Additional paid staff of the Union and the Employer may attend. The Employer and the Union will be responsible for the selection of their own representatives.

###### **B. Local Union-Management Communication Committees**

Each committee will consist of up to five (5) employer representatives and up to five (5) nurse representatives. Additional paid staff of the Union and the Employer may attend. The Employer and the Union will be responsible for the selection of their own representatives.

###### **C. Recruitment and Retention Communication Committee**

A Union-Management Recruitment and Retention Communication Committee will be established at the statewide level and will consist of representatives from the Department of Health, Department of Social and Health Services and the Union. The committee will consist of up to eight (8) employer representatives and up to eight (8) nurse representatives. Additional paid staff of the Union and the Employer may

## **Tentative Agreement**

September 2, 2004

Page 2 of 3

1 attend. The parties may agree to additional members. Nurses attending these  
2 meetings during their work time shall have no loss in pay. Attendance at meetings  
3 during nurses' non-work time will not be compensated for or considered as time  
4 worked. The Union is responsible for paying any travel or per diem expenses of  
5 nurse representatives. The committee will meet annually for the purpose of discussing  
6 methods of recruiting and retaining qualified nurses.

### **X.3 Participation**

7  
8 A. The Union shall provide the Employer with the names of their committee members at  
9 least ten (10) calendar days in advance of the date of the meeting in order to facilitate  
10 release of the nurses. The Employer may release nurse representatives to attend  
11 committee meetings to ensure full participation.  
12

13  
14 B. Nurses attending committee meetings during their work time shall have no loss in pay.  
15 Attendance at meetings during nurses' non-work time will not be compensated for or  
16 considered as time worked. The Union is responsible for paying any travel or per  
17 diem expenses of nurse representatives.  
18

19 C. All committee meetings shall be scheduled on mutually acceptable dates and times.  
20

### **X.4 Scope of Authority**

21 Committee meetings will be used for discussions only, and the committee shall have no  
22 authority to conduct any negotiations, bargain collectively or modify any provision of  
23 this Agreement. Nothing in this Article or any committee's activities shall be subject to  
24 the grievance procedure in Article X.  
25  
26

**APPENDIX X**

**STATEWIDE AND LOCAL UNION-MANAGEMENT COMMUNICATION  
COMMITTEES**

1. Department of Social and Health Services

A. Statewide Union-Management Communication Committees: One committee for each of the following program areas:

1. Home Community Services and Residential Care Services
2. Division of Developmental Disabilities (DDD)
3. Juvenile Rehabilitation Administration (JRA)
4. Mental Health

B. Local Union-Management Communication Committees: One (1) at each institution and by Appointing Authority in each region for Home Community Services and for Residential Care Services.

2. Department of Health

A. Statewide Union-Management Communication Committee: One (1) committee for the entire agency.

B. Local Union-Management Communication Committees: None

For the Union:

For the Employer:

---

---



**Tentative Agreement**

September 14, 2004

Page 1 of 4

**ARTICLE \_\_\_\_\_**

**VACATION LEAVE**

**X.1 Vacation Leave Credits**

After six (6) months of continuous state employment, full-time and part-time nurses shall be credited with vacation leave they accrued during the previous six (6) months, according to the rate schedule and accrual eligibility below. Thereafter, full-time and part-time nurses will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.

**X.2 Vacation Leave Accrual**

Full-time nurses will accrue vacation leave according to the rate schedule below under the following conditions:

- A. The nurse must be employed for fifteen (15) calendar days or more during the month.
- B. Any leave without pay taken during the month will not be counted toward the fifteen (15) calendar days or more during the month.
- C. Holidays for which the nurse is otherwise eligible that fall within the qualifying fifteen (15) days count toward the minimum requirement.
- D. Vacation leave accrual for other than full-time nurses will be computed and accrued in an amount proportionate to the time the nurse is in pay status during the month to that required for full-time employment.

## **Tentative Agreement**

September 14, 2004

Page 2 of 4

### **X.3 Vacation Leave Accrual Rate Schedule**

<b>Full Years of Service</b>		<b>Hours Per Year</b>
During the first year of current continuous employment		Ninety-six (96)
During the second year of current continuous employment		One hundred four (104)
During the third and fourth years of current continuous employment		One hundred twelve (112)
During the fifth, sixth, and seventh years of current continuous employment		One hundred twenty (120)
During the eighth, ninth, and tenth years of total employment		One hundred twenty-eight (128)
During the eleventh year of total employment		One hundred thirty-six (136)
During the twelfth year of total employment		One hundred forty-four (144)
During the thirteenth year of total employment		One hundred fifty-two (152)
During the fourteenth year of total employment		One hundred sixty (160)
During the fifteenth year of total employment		One hundred sixty-eight (168)
During the sixteenth year of total employment and after		One hundred seventy-six (176)

### **X.4 Vacation Scheduling**

A. Nurses may submit in writing to their supervisor their preferences for different segments of vacation for the period March 1<sup>st</sup> of the current year through the end of February of the next year. Nurses must submit their request by February 1<sup>st</sup> to allow sufficient time for the Employer to compile and post a vacation leave schedule. Nurses on this schedule shall have priority and will be granted vacation leave at the times specified, if possible. Vacation scheduling for nurses requesting segments will have priority over nurse requests for individual days off.

B. In the event that two (2) or more nurses request the same vacation period and the supervisor must limit the number of people who may take vacation leave at one time due to business needs and work requirements, preference shall be determined by

## **Tentative Agreement**

September 14, 2004

Page 3 of 4

seniority for up to three (3) segments of vacation. A "segment" is five (5) or more contiguous days of vacation leave.

C. In addition to vacation leave approved in Subsection B above, nurses may request vacation leave at any time on a first come, first served basis. Approval of supplemental requests shall take into consideration program demands, operational needs and the annual vacation leave schedule.

D. When scheduling vacations around holidays a reasonable standard of fairness will be observed.

### **X.5 Vacation Scheduling for All Nurses**

Nurses shall not request or be authorized to take scheduled vacation leave if they will not have sufficient vacation leave to cover such absence at the time requested vacation is to be taken.

### **X.6 Family Care**

Nurses may use vacation leave for care of family members as required by the Family Care Act, Chapter 296-13 WAC.

### **X.7 Vacation Cancellation**

With reasonable notice, the Employer may cancel scheduled vacation leave due to unforeseen emergencies when it is determined that the needs of the program will be substantially impaired. Affected nurses may select new vacation leave from available dates.

### **X.8 Vacation Leave Maximum**

Nurses may accumulate maximum vacation balances not to exceed two hundred forty (240) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

## **Tentative Agreement**

September 14, 2004

Page 4 of 4

A. If a nurse's request for vacation leave is denied by the Employer, and the nurse is close to the vacation leave maximum, the agency may file an exception to the maximum with the Department of Personnel. If the agency files an exception, the nurse's vacation leave maximum shall be extended for each month that the Employer must defer the nurse's request for vacation leave.

B. A nurse may also accumulate vacation leave days in excess of two hundred forty (240) hours as long as the nurse uses the excess balance prior to his or her anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, shall be lost on the nurse's anniversary date.

### **X.9 Separation**

Nurses who have completed six (6) continuous months of employment and who separate from service by resignation, layoff, dismissal, retirement or death are entitled to a lump sum cash payment for all unused vacation leave. In the case of a voluntary resignation, an employee may be required to provide fourteen (14) calendar days' notice to qualify for such lump sum cash payment.

For the Union:

For the Employer:

---

---